


Alaskan Way Viaduct & Seawall Replacement Program




 U.S. Department of Transportation
Federal Highway Administration

 **WSDOT**

 **King County**

 **Port
of Seattle**

 **City of Seattle**

Design-Build Contract

Instructions to Proposers

Washington State Department of Transportation

SR 99 Bored Tunnel Alternative Design-Build Project

**Request For Proposals
May 26, 2010**

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ITP Appendix A: Proposal Forms

- Form A Design-Build Proposal Form and Signature Page
- Form B Price Proposal
- Form C Upset Amount Determination
- Form D Contract Time/Milestone Completion Deadlines
- Form E Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors and Each Subconsultant and Subcontractor Performing Percent or More of the Design-Build Work
- Form F Proposal Bond
- Form G Non-Collusion Declaration
- Form H Certification for Federal-Aid Contracts
- Form M Stipend Agreement
- Form O WSDOT Form 271-015 Subcontractor List
- Form R Organizational Conflicts of Interest Certification
- Form S Organizational Conflicts of Interest – Disclosure and Avoidance/ Neutralization/Mitigation Plan
- Form T Settlement Mitigation Description

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The Washington State Department of Transportation (WSDOT) will use a two-phase process to select a design-build contractor (Design-Builder) to deliver the SR 99 Bored Tunnel Alternative Design-Build Project (the Project) described in the Contract. During the first phase of the procurement, WSDOT determined the short list of Proposers for the Project based on Statements of Qualifications (SOQs) it received in response to its Request for Qualifications (RFQ), dated September 15, 2009. This Request for Proposal (RFP) is issued as part of the second phase of the procurement.

The RFP documents consist of the Instructions to Proposers (ITP); the Contract Form, which will be conformed to include information based on the successful Proposer's Proposal and signed by WSDOT and the Design-Builder; and certain other documents identified in Appendix A1 of the Technical Requirements of this RFP.

WSDOT invites the SOQ submitters who have been advised that they are on the short list (Proposers) to submit competitive sealed proposals (Proposals) for design and construction of the Project, as more specifically described in this RFP. WSDOT will award the Contract for the Project (if at all) to the responsive and responsible Proposer offering a Proposal that meets the standards established by WSDOT, and that is determined by WSDOT to provide the best value to WSDOT. The process for determining the best value includes a review of the pass/fail requirements, the quality of the Proposer's Technical Proposal, and the Proposer's Total Proposal Price. WSDOT will accept Proposals only from short-listed Proposers.

1.2 DEFINITIONS

Capitalized terms used in the ITP and not otherwise defined herein, shall have the meanings set forth in the Contract.

1.3 COLLABORATION

WSDOT expects a collaborative partnering work relationship among WSDOT, Design-Builder, its Subcontractors and the City's representatives. The collaborative partnering process (hereinafter referred to as "collaborative") is intended to draw on the strengths of each organization to help identify and achieve mutual and reciprocal goals, including achieving completion of the Work on time, within budget and in accordance with its intended purpose. A primary consideration in the collaborative process is the prompt and equitable resolution of issues affecting the conduct of the Work, consistent with the rights and responsibilities of the respective Parties under the Contract. WSDOT believes that Project objectives can be best achieved through a collaboration that promotes and facilitates strategic planning, design, construction and commissioning of the Project. The goal of the partnering process is to better manage overall risk to the Project and to each Party to the Contract.

This collaborative approach recognizes that each Party's success is tied directly to the success of all other members of the Project team and requires the Parties to: (1) organize and integrate their respective roles, responsibilities and expertise; (2) identify and align their respective expectations and objectives; (3) commit to open communications, transparent decision making, proactive and non-adversarial interaction, problem-solving, and the sharing of ideas; (4) continuously seek to improve the project planning, design, and construction processes; and (5) reasonably share both the risks and rewards associated with achieving the Project objectives.

1.4 PROJECT OVERVIEW

The Project begins between S. Royal Brougham Way and Charles Street. The first 500 feet of the Project includes a depressed roadway (U-Section) that contains mainline SR 99 and southbound-off and northbound-on ramps. The portals for the ramps and mainline will be in the vicinity of Charles Street, leading into the South Cut-and-Cover Tunnel that extends approximately 1,000 feet and transitions from a side-by-side roadway to a stacked configuration at a bored tunnel that will begin immediately south of S. King Street under Alaskan Way. The roadway structure inside the Bored Tunnel will stack the roadways with two southbound lanes on the upper level and two northbound lanes on the lower level. At this location, the base of the Cut-and-Cover Tunnel will be approximately 90 feet below ground surface, while the top of the tunnel will be approximately 30 feet below ground surface. A South Tunnel Operations Building, located east of SR 99 between S. Dearborn Street and S. King Street, will provide ventilation as well as maintenance and operation capabilities. The lowest level of the building will be about 70 feet below ground surface.

There will be approximately 8,800 feet of bored tunnel. The Bored Tunnel will decline at a 4% grade passing under Alaskan Way, cross under the existing Alaskan Way Viaduct and follow a large radius curve beginning just south of S. Washington Street, then pass under Western Avenue to be parallel with First Avenue. The tunnel will reach a low point under Marion Street where the top of the tunnel will be about 120 feet below street level. The Bored Tunnel will then rise at a 2% grade to the north as it continues under First Avenue to near Stewart Street, where it will follow a large radius curve to the north and cross under the street grid of Seattle's Belltown neighborhood at a diagonal. The Bored Tunnel will reach a depth of 200 feet from the crown of the tunnel to the ground surface at Virginia Street. After a few hundred feet of 4% grade, the Bored Tunnel will transition back to a Cut-and-Cover Tunnel north of Thomas Street. The Cut-and-Cover Tunnel will begin to unbraid the stacked northbound and southbound roadways into a side-by-side configuration. Where the Bored Tunnel emerges at Thomas Street, the Cut-and-Cover excavation will be about 75 feet deep. There will be a North Tunnel Operations Building over the Cut-and-Cover Tunnel on the east side of Sixth Avenue N. between Thomas Street and Harrison Street. The lowest level of the building will be around 70 feet below ground surface. The North Cut-and-Cover Tunnel will be approximately 450 feet long with the portal at the Project limits on the north side of Harrison Street.

The entire tunnel will have continuous six-foot shoulders on the roadway's west side to maximize access to an enclosed emergency walkway along the west side of the tunnel (refer to Figure 1).

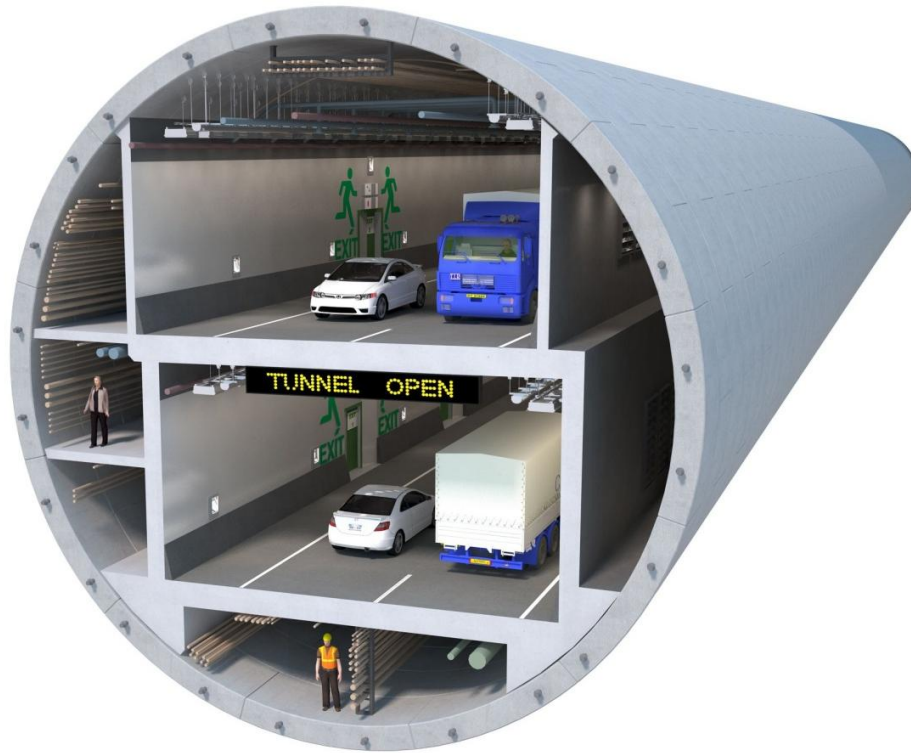


Figure 1. Conceptual Bored Tunnel Cross-Section

1.5 SCOPE OF WORK

The detailed Project description is provided in Section 2.1 of the Technical Requirements. The Work includes all services, labor, material, and equipment necessary to design and build the Project in accordance with the Contract.

Proposers are advised that this RFP was developed to organize and consolidate the specifications and design and construction criteria for all Project components. However, the Technical Requirements do not specifically describe every detail of the Work required. It is each Proposer's responsibility to review all pertinent Project requirements and criteria, as contained in the entire RFP, and the Proposer selected as the Design-Builder must perform its obligations in accordance with the requirements of the entire RFP. The Design-Builder shall not rely on the physical description contained in the Contract Documents to identify all of the Project components. The Design-Builder shall determine the full scope of the Project through a thorough examination of the RFP, the Project site, and any reasonable inferences to be gathered from each.

1.5.1 BASIC CONFIGURATION

The Basic Configuration is defined in the Contract Appendix 2. The Proposal must be consistent with the Basic Configuration; subject only to such changes as may have been approved by WSDOT in accordance with the Alternative Technical Concepts (ATCs) process described in Section 2.10 of this ITP.

1.5.2 CONCEPTUAL DESIGN AND REFERENCE DOCUMENTS

The Reference Documents contained in the RFP, including the Conceptual Design, are provided for informational purposes to assist the Proposers in preparing their Proposals. The Reference Documents are not contractual and do not represent requirements binding on the Design-Builder except as specifically provided in the Contract Documents. WSDOT makes no representation or warranty as to the accuracy, adequacy, applicability, or completeness of the Reference Documents. Except to the extent set forth to the contrary in the Contract, reliance upon the Reference Documents shall be at the Proposer's risk, and WSDOT shall have no liability or obligation as a result of the inaccuracy, inadequacy, inapplicability, or incompleteness of the Reference Documents, regardless of the contents thereof.

Each Proposer is responsible for reviewing the Conceptual Design in advance of submitting its Proposal, for purposes of assessing their adequacy for meeting the Contract requirements, and determining whether any changes are necessary or advisable. The Design-Builder shall be solely responsible for Project design and construction in accordance with the Contract.

1.5.3 UTILITY ADJUSTMENT

Section 7.2 of the Contract and Section 2.10 of the Technical Requirements, together with any documents referenced therein, set forth the rights and obligations of WSDOT, the Design-Builder and any Utility Owner with respect to Utility Adjustment and Adjustment Costs. Price Proposals shall be consistent with the requirements of Section 7.2 of the Contract.

1.5.4 WSDOT PROJECT GOALS

WSDOT is focused on safeguarding the reliability of the State's transportation system in the event of catastrophic failure, including construction of a bored tunnel to replace the aging Alaskan Way Viaduct. The Project is intended to expedite the construction of an alternate four-lane tunnel facility as part of an integrated program consisting of a number of projects to replace the Alaskan Way Viaduct (Program). Having the tunnel ready and available for use is key to maintaining a safe regional transportation system in a timely manner. It is WSDOT's expectation that the Design-Builder will design and construct the Project in consideration of WSDOT's Project goals. Accordingly, the process of evaluating and scoring the submitted Proposals will incorporate these goals.

WSDOT has established the following Project-specific goals for the successful Design-Builder:

- **Maintain Worker and Public Safety.** Provide a safety program that encourages and supports safety as a core value, and promotes a goal of zero accidents for the public and workers.
- **On Time and Within Budget.** Achieve schedule milestones and leverage opportunities for schedule enhancement to support the goal of opening the tunnel to traffic in late 2015 within the available budget.
- **Proactive Planning and Execution.** Achieve well-planned Project development, start-up, and execution through efficient collaboration, integrated risk management, and proactive coordination with adjacent projects and contractors.
- **Minimize Ground Deformation/Settlement.** Minimize settlement and disruption of public and private facilities by protecting adjacent properties, utilities and buildings through proactive management of construction operations and monitoring systems.

- **Meet or Exceed Environmental Commitments.** Ensure compliance with all Project requirements related to protection of natural, historic, and archaeological resources and the public.
- **Quality.** Meet or exceed technical and operating quality requirements through development and implementation of a quality management plan that is clear, comprehensive and considers the whole life operation and maintenance of the Project.
- **Maximize Opportunities for Positive Community Impacts and Interaction.** Work with WSDOT to engage in effective communications, public outreach and community involvement to address Project impacts on, and opportunities for, individuals, businesses, neighborhoods and other stakeholders.

1.5.5 VALIDITY PERIOD, NOTICE TO PROCEED

Proposals shall remain valid for 150 days after the Proposal Date. WSDOT anticipates that NTP 1 will be issued shortly after Contract execution, but WSDOT may defer issuance of NTP 1 for up to 30 days after Contract execution.

1.5.6 PROCUREMENT SCHEDULE

Table 1-1. Procurement Schedule

Action	Date
Voluntary Proposers Meetings	March 1 – September 15, 2010
Issue Final RFP	May 26, 2010
ATC Submittal Deadline	August 31, 2010
Deadline for Submitting Proposer's Questions	September 15, 2010
Deadline for WSDOT's Response to Proposer's Questions	September 30, 2010
Proposals Date	October 28, 2010
WSDOT Requests For Information (RFIs) to Proposers	November 12, 2010
Proposer Presentations	November 15 – 19, 2010
Announce Apparent Best Value Proposer	December 22, 2010
Estimated NTP 1 Date	January 25, 2011

1.5.7 STATUS OF NEPA REVIEW

WSDOT has prepared a draft and supplemental draft Environmental Impact Statement for the Project in compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA). These documents can be found at the following WSDOT website: <http://www.wsdot.wa.gov/Projects/Viaduct/library-environmental.htm#sdeis>. In the fall of 2010, WSDOT will publish a second supplemental draft EIS for public comment that will focus on the proposed Bored Tunnel Alternative, the subject of this RFP. In addition, the WSDOT Project team

is engaged in early coordination with all Federal, State, tribal, regional, and local agencies that have permitting authority, special expertise, or interest in transportation projects. The issuance of the Final EIS is scheduled for June 2011, and the issuance of the ROD, which completes the NEPA process, is scheduled for July 2011. Therefore, the NEPA/SEPA documentation, Section 106 and Endangered Species Act consultations, and environmental permits for the Project will not be completed prior to the award of the contract. Because the NEPA process will not be complete prior to contract award, WSDOT will be using a two phased Notice To Proceed to ensure that no commitments are made to any alternative being evaluated in the NEPA process and that the comparative merits of all alternatives presented in the NEPA document, including the no-build alternative, will be evaluated and fairly considered. Since Federal regulations limit the amount and type of work that can be performed prior to the completion of the NEPA process, the Proposers shall be familiar with the regulations, limits, and shall comply with the intent of the law. Work that is authorized in the first Notice to Proceed (NTP 1) will focus on preliminary design, investigations, and analysis necessary to support the Final EIS, the Section 106 process, Endangered Species Act consultation, and environmental permitting. Details regarding the types of work to be authorized under NTP 1 can be found in TR Section 2.8. The second Notice to Proceed (NTP 2) will be authorized after the ROD has been issued by the Federal Highway Administration. NTP 2 will be issued only if the final NEPA documents, including the ROD, choose the Bored Tunnel Alternative as the selected alternative. Upon the issuance of NTP 2, the Design-Builder shall commence NTP 2 Work, which will generally consist of Final Design and construction. Under no circumstances shall the Design-Builder commence Work on either the Final Design or construction until such time as FHWA has issued the ROD and WSDOT issues NTP 2.

The NTP 1 phase of the Design-Build contract has value to FHWA and WSDOT because, among other things, the work will assist in making an informed decision since the work done in NTP 1 is expected to bring the Bored Tunnel Alternative to at least a similar level of design as the other alternatives being analyzed or compared in the FEIS and ROD.

1.5.8 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Project.

1.5.8.1 DBE GOALS

WSDOT has established a DBE goal in the amount of 8% percent of the Contract Price.

1.5.8.2 DBE PERFORMANCE PLAN

To be eligible for award of the Contract, each Proposer must submit a DBE Performance Plan, to be included in Appendix A, as part of its responsive Proposal. The DBE Performance Plan shall reflect the Design-Builder's good faith efforts to achieve the DBE goal, and is considered a condition for the selection of a successful Proposer.

The DBE Performance Plan is a pass/fail factor. Failure to achieve a "pass" rating on this pass/fail factor shall result in the Proposal being declared non-responsive and the Proposer being disqualified.

To receive a "pass" rating on this factor, the DBE Performance Plan must satisfy the following requirements:

1 A. The DBE Performance Plan shall include a detailed description of the Design-Builder's
2 good faith efforts for achieving the DBE goal.

3 B. The DBE Performance Plan shall document how the Proposer will obtain sufficient
4 DBE participation to meet the DBE goal.

5 Good faith efforts include, but are not limited to, the following:

6
7 A. Attendance at any pre-solicitation or pre-bid meetings scheduled by WSDOT to inform
8 DBEs of contracting, subcontracting, or material supply opportunities available on the
9 Project;

10 B. Selection of specific, economically-feasible work units of the Project to be performed
11 by DBEs in order to increase the likelihood of participation by DBEs, even if the
12 Proposer prefers to self-perform the work units;

13 C. Advertising in general circulation, minority trade association, and trade-oriented,
14 women-focused publications, that focus on subcontracting or supply opportunities;

15 D. Providing written notice to a reasonable number of specific DBEs, identified from the
16 Office of Minority and Women's Business Enterprises (OMWBE) Directory of
17 Certified Firms for the selected subcontracting or material supply work, in sufficient
18 time to allow the enterprises to participate effectively;

19 E. Follow-up of initial solicitations by contacting the DBEs to determine with certainty
20 whether or not they are interested. Documentation of this kind of action shall include
21 the information outlined below:

22 1) The names, addresses, telephone numbers of DBEs who were contacted; the
23 dates of initial contact; and whether initial solicitations were followed-up to
24 determine with certainty whether or not the DBEs were interested;

25 2) A description of the information provided to the DBEs regarding the plans,
26 specifications, and estimated quantities for portions of the Work to be
27 performed;

28 3) Documentation of each DBE contacted, but rejected, and the reasons for that
29 rejection;

30 4) Providing to interested DBEs, adequate information about the plans,
31 specifications and requirements for the selected subcontracting or material
32 supply work;

33 5) Negotiating in good faith with the DBEs, and not without justifiable reason,
34 rejecting as unsatisfactory bids that are prepared by any DBE;

35 6) Advertising and making efforts to obtain DBE participation that were
36 reasonably expected to produce a level of participation sufficient to meet the
37 DBE goal;

38 7) Making any other efforts to obtain DBE participation that were reasonably
39 expected to produce a level of participation sufficient to meet the DBE goal;

- 1 8) Using the services of minority community organizations; minority contractor
2 groups; local, State, and Federal minority business assistance offices; other
3 organizations identified by WSDOT; and advocates for disadvantaged,
4 minority, and women-owned businesses who provide assistance in the
5 recruitment and placement of disadvantaged, minority, and women-owned
6 business enterprises; and
- 7 9) Using DBE Supportive Services by contacting WSDOT's Office of Equal
8 Opportunity at (360) 705-7090.

9 Evaluation of good faith efforts and crediting DBE participation will be conducted pursuant to
10 49 CFR Part 26.
11

12 **1.5.9 EMPLOYMENT PLAN**

13 The Proposer shall submit an Employment Plan as part of a responsive Proposal, to be included in
14 Appendix A.
15

16 The Employment Plan is a pass/fail factor. Failure to achieve a "pass" rating on this pass/fail factor
17 shall result in the Proposal being declared non-responsive and the Proposer being disqualified.
18

19 To be eligible for award of the Contract, each Proposer must submit an Employment Plan as part of a
20 responsive Proposal. The Employment Plan shall describe the Proposer's intended approach on how
21 to recruit, hire and train a qualified workforce for the duration of the project. The plan should, at a
22 minimum, include the following:
23

- 24 • Assessment and use of locally available skilled and craft labor;
- 25 • Plans to import skilled and craft labor from outside the Central Puget Sound area;
- 26 • Anticipated training programs to be utilized prior to and during construction;
- 27 • Use or implementation of a project labor agreement, if any; and
- 28 • Strategy for avoiding work stoppages as the result of labor disputes.

29 **Evaluation Criteria**

30

31 The Employment Plan narrative will be evaluated on a "pass/fail" basis. No Technical Credits will
32 be earned based upon the content of the Plan.
33

34 To receive a "pass" rating on this factor, the Employment Plan must satisfy the following
35 requirements:
36

- 37 • The Employment Plan shall document the Proposer's strategy to provide ample supply
38 of skilled and craft labor and an un-interrupted supply of materials, allowing a timely
39 completion of the project.

2.0 PROCUREMENT PROCESS

2.1 ORGANIZATIONAL CONFLICTS OF INTEREST

Organizational Conflict of Interest means that because of other activities or relationships with other persons or entities, a person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to WSDOT; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work; or
3. Has an unfair competitive advantage.

The integrated nature of the design-build project delivery method creates the potential for Organizational Conflicts of Interest. Disclosure, evaluation, neutralization, and management of these conflicts and of the appearance of conflicts, is in the interests of the public, WSDOT, and the consulting and construction communities.

WSDOT will take steps to ensure that individuals involved in the preparation of the procurement package, evaluation of SOQs and Proposals, and Design-Builder selection are not influenced by organizational conflicts of interest, and that no Proposer is given an unfair competitive advantage over another.

Attention is directed to the requirement for disclosure of organizational conflicts of interest set forth in 23 CFR Section 636.116(a)(2), WSDOT Secretary's Executive Order E-1059.00, and WSDOT Organizational Conflicts of Interest Manual (M 3043).

Proposers are required to disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present an organizational conflict of interest. Proposers shall state how their interests, activities, or relationships, or those of the chief executives, directors, key Project personnel, or any proposed Consultant, Subconsultant at any tier, Contractor, or Subcontractor at any tier may result, or could be viewed as, an organizational conflict of interest prior to or in the Proposal, in accordance with Secretary's Executive Order E-1059 and WSDOT Organizational Conflicts of Interest Manual (M 3043). Proposers shall submit the Organizational Conflicts of Interest Certification and Organizational Conflict of Interest Disclosure and Avoidance/Neutralization Plans (Forms R and S of this ITP).

If an Organizational Conflict of Interest is determined to exist, WSDOT may, at its sole discretion, offer the Proposer the opportunity to avoid or neutralize the Organizational Conflict of Interest; disqualify the Proposer from further participation in the procurement; cancel this procurement; or, if award has already occurred, declare the Proposal non-responsive and award the contract to the next responsive best value Proposer, or cancel the Contract. If the Proposer was aware of an Organizational Conflict of Interest prior to award of a Contract and did not disclose the conflict to WSDOT, WSDOT may terminate the Contract for default.

2.2 WSDOT CONSULTANT/TECHNICAL SUPPORT

WSDOT has retained the consulting firms of Hatch Mott MacDonald, Parsons Brinckerhoff, Jacobs Engineering, Shannon & Wilson, Parametrix, HDR, Magnusson & Klemencic Associates, KPFF, Coughlin Porter Lundeen, NBBJ, EnviroIssues, Anchor QEA, LLC, Northwest Archaeological Associates, Durand Environmental and Nossaman LLP, as well as the members of the Strategic Technical Advisory Team that consists of Brenda Bohlke, John Reilly, Gregg Korbin, Harvey Parker, Dwight Sangrey, Walter Mergelsberg, and Janette Keiser. Each of these firms and all employees of these firms

are prohibited from joining any Submitter's or Proposer's team or otherwise assisting any Submitter or Proposer in connection with the procurement process.

2.3 CONFIDENTIALITY DURING EVALUATION AND SELECTION PROCESS

Subject to applicable law, WSDOT will use reasonable efforts to maintain confidentiality during the Proposal process. The foregoing shall not preclude WSDOT from using, in its sole discretion, ideas contained in the Proposals of any unsuccessful Proposer, subject to WSDOT's payment of the Stipend in accordance with Section 6.0 of this ITP.

2.4 EXAMINATION OF RFP

Each Proposer shall be solely responsible for reviewing and examining, with appropriate care, all documents included in the RFP, including any supplements, addenda, and clarification notices issued by WSDOT; requesting an explanation or interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer fails to understand; and investigating and informing itself of any and all Project conditions and circumstances that may in any way affect the contents of the Proposal or the performance of the Work after Contract award. The Proposer bears the risk of all consequences of any failure to thoroughly investigate all relevant Project and Project site conditions and circumstances as described herein.

2.5 MANDATORY STANDARDS

WSDOT has identified in certain sections of the Technical Requirements Mandatory Standards that apply to the design and construction of those elements of the Work. WSDOT recognizes the unique nature of certain elements of the Work, such as the unique characteristics of the bored tunnel, and WSDOT desires efficient and cost effective execution of the Work. In consideration of these facts, WSDOT encourages Proposers to identify opportunities for the use of design and construction standards not listed that would maintain the quality of the design and construction but may be more specifically applicable to the Work. Where such opportunities are identified, WSDOT invites Proposers to submit suggested changes to the Mandatory Standards in accordance with ITP Section 2.6. WSDOT will consider all such suggestions and will issue addenda as appropriate.

2.6 COMMUNICATIONS

WSDOT's Representative for receiving Proposer questions, ATC submittals, and all other communications about the Project and the RFP (other than physical submission of the Proposals) is as follows:

Brian Nielsen, P.E., Project Engineer
Alaskan Way Viaduct and Seawall Replacement Program Office
Washington State Department of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104-4019
Telephone: (206) 267-6847
E-mail: nielseb@wsdot.wa.gov

Except for communications expressly permitted by the RFP, the Proposer shall not discuss the RFP with other WSDOT staff members or WSDOT consultants involved with the Project before Contract Execution or cancellation of the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of WSDOT.

Proposals shall be submitted to Dave Mariman in accordance with Section 3.1 of this ITP.

2.7 SUBMISSION OF PROPOSER QUESTIONS

Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error, or omission contained in the RFP documents, or of any provision that the Proposer otherwise fails to understand regarding the RFP documents or the Project, must be submitted by e-mail to WSDOT's Representative by the deadline for questions set forth in Section 1.5 of this ITP. Requests for clarification or interpretation must specifically reference the sections and the page numbers of the RFP documents, unless such request is of a general application. Telephone requests will be accepted provided that the requests are followed by an e-mail to WSDOT's Representative at the address specified above. WSDOT will provide responses to questions as described below.

2.8 RFP ADDENDA AND RESPONSES TO QUESTIONS

WSDOT may issue Addenda to the RFP. Any Addenda issued by WSDOT will be sent by e-mail to all Proposers and posted on WSDOT's Contract Ad & Award Web site at:

<http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredtunnel/DEFAULT.HTM>

WSDOT will provide written responses via e-mail to all Proposers regarding questions received in accordance with this Section, and the questions and answers will also be posted on WSDOT's Contract Ad & Award Web site at:

<http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredtunnel/DEFAULT.HTM>

Notwithstanding the foregoing, WSDOT will communicate with each Proposer on a one-on-one basis with regard to questions regarding ATCs that WSDOT determines are appropriate for confidential communications.

A final set of questions and answers will be compiled and distributed prior to the Proposal Date. Responses to questions are not considered part of the Contract, and shall not be relevant in interpreting the Contract, except as they may clarify provisions otherwise considered ambiguous.

If WSDOT determines, in its sole discretion, that any interpretation or clarification resulting from the question and answer process requires a change in the RFP documents, WSDOT will issue an Addendum making such change. WSDOT will not be bound by, and the Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication except to the extent that it is an Addendum to this RFP and is not superseded by a later Addendum to this RFP, and except to the extent provided above regarding responses to questions.

2.9 SITE ACCESS

Prior to award of the Contract, if the Proposer determines that field investigations are necessary to properly bid the Work, the Proposer shall request site access from WSDOT prior to performing any field investigations. For investigations within the lanes or shoulders of SR 99, the Proposer shall obtain an Application for General Permit and/or an Application for Survey Permit from WSDOT. Applicable forms shall be submitted to WSDOT for approval at least 7 Calendar Days in advance of the requested field investigation date.

The Proposer shall coordinate with WSDOT and the City of Seattle to determine if traffic control is necessary. Proposed Maintenance of Traffic Plans shall be submitted for approval a minimum of 7 Calendar Days in advance, and include the hours and days personnel will be on site. As guidance, Section 2.22 of the Technical Requirements provides the allowable Contract work hours and lane closure times.

2.10 GEOTECHNICAL INFORMATION

2.10.1 GEOTECHNICAL REPORTS

WSDOT has conducted preliminary geotechnical investigations, the results of which are set forth in the Geotechnical and Environmental Data Report (GEDR), the Geotechnical Baseline Report (GBR), and the Environmental Baseline Report (EBR), included in the RFP Technical Requirements as Appendix G2, Appendix G1 and E6, respectively. Each Proposer is solely responsible for reviewing, analyzing, and drawing conclusions from the GEDR and GBR. To the extent not consumed by testing, soil samples obtained to develop the Geotechnical and Environmental Data Report are available for viewing in the WSDOT facility located at 1051 First Avenue S., Seattle, Washington. The Proposers are responsible for determining and obtaining any additional geotechnical information as may be necessary or appropriate in developing their Proposals.

2.10.2 SUPPLEMENTAL BORING PROGRAM

INTENTIONALLY OMITTED

2.10.3 ADDITIONAL GEOTECHNICAL INVESTIGATION AND ANALYSIS

Prior to award of the Contract, if the Proposer determines that additional geotechnical or subsurface investigations are necessary to properly bid the Work, it is the responsibility of the Proposer to perform such investigation and analysis at its sole expense. Prior to performing any field investigations, the Proposer shall obtain site access approval as detailed in Section 2.8 of this ITP. Such requests for investigations may take place at any time before or after submission of the Proposal. All subsurface investigations, including sampling and laboratory testing, shall be performed in accordance with the WSDOT Geotechnical Design Manual, the 1988 AASHTO Manual on Subsurface Investigations, AASHTO standards, and ASTM standards.

2.11 ALTERNATIVE TECHNICAL CONCEPTS

To be considered, a proposed ATC must be submitted to WSDOT no later than 4:00 pm Pacific Time on the date set forth in Section 1 of this ITP. This deadline also applies to revised submissions in response to WSDOT's comments. Each ATC submittal package shall consist of an original and two copies, and shall address all of the following elements:

- Brief Description (or Title): A few words identifying the ATC, for future reference;
- Detailed description: A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information including, if appropriate, product details, and specifications;
- Usage: A description of where and how the ATC would be used on the Project;

- Subsurface Investigation: Describe Proposer’s plan for conducting and completing a pre-Proposal geotechnical investigation, if applicable;
- Proposed RFP modifications: References to all requirements of the RFP that are modified by the proposed ATC with an explanation of the nature of the modification from said requirements and a request for approval of such modifications;
- Design Deviations: If the ATC requires “design deviation(s)” as defined in Section 330.03 of the WSDOT Design Manual, the submittal package shall include documentation for the design deviation(s) which conforms to the WSDOT Design Manual and is in the same format as the Pre-approved Design Deviations included in the RFP. No design deviation shall be incorporated into an ATC without receiving WSDOT approval, and FHWA approval as applicable.
- Analysis: An analysis justifying use of the ATC and demonstrating how the project with the ATC is “equal or better” than the project without the ATC. The “equal or better” analysis shall address the following:
 - (1) Functionality, which when appropriate shall require a traffic operational analysis;
 - (2) Structural adequacy;
 - (3) Safety;
 - (4) Comparison of life cycle costs including repair and maintenance;
 - (5) Aesthetics;
 - (6) Impacts on construction traffic;
 - (7) Effect on or changes to environmental commitments identified in the RFP;
 - (8) Impacts to surrounding and adjacent communities;
 - (9) Changes needed in the location, length, height, or number of noise walls;
 - (10) Impact on utilities and rail;
 - (11) Discussion of additional right of way or easements required;

Do not require any data indicating the effect that approval of the ATC will have on the Proposal Price.

If a Proposer wishes to make any announcement or disclosure to third parties (such as other governmental agencies that may have an interest in the ATC) concerning any ATC, it must first notify WSDOT of its intent to take such action, including details as to date and participants, and obtain WSDOT’s prior approval to do so.

2.11.1 PRE-PROPOSAL SUBMITTAL OF ATCs

Incomplete ATC submittal packages may be returned by WSDOT without review or comment. WSDOT may, at its discretion, request additional information regarding a proposed ATC, conduct one-on-one meetings with Proposers to discuss ATCs, and/or establish such protocols or procedures as it deems appropriate for conducting one-on-one meetings. Subject to the Washington Public Records Act, and to WSDOT’s right to use proposed concepts following award of the Contract based on payment of the Stipend, all discussions with Proposers regarding ATCs will remain confidential.

Although WSDOT reserves the right in its sole discretion to reject any ATC, ATC’s specifically not eligible for approval include the following:

1. ATCs that are, in WSDOT's sole discretion, deemed not to provide a project that is "equal or better" on an overall basis than the project would be without the ATC.
2. Any ATC that would require excessive time or cost for WSDOT review, evaluation, or investigation.

In order to be approved, an ATC must be deemed, in WSDOT's sole discretion, to provide a project that is "equal or better" on an overall basis than the project would be without the proposed ATC. Potential changes to the Proposal Price will not be considered by WSDOT in the "equal or better" determination.

2.11.2 WSDOT RESPONSE

WSDOT will respond to all ATCs within 14 calendar days of ATC receipt, provided that WSDOT has received all requested information regarding the ATC. The format for response should include the ATC number, brief description, and shall be limited to one of the following:

1. The ATC is approved;
2. The ATC is not approved;
3. The ATC is not approved in its present form, but may be reconsidered for approval upon satisfaction, in WSDOT's sole discretion, of certain identified conditions that must be met or certain clarifications or modifications that must be made as described hereunder. The proposer shall not have the right to incorporate this ATC into the Proposal unless and until the ATC has been resubmitted within the time limits in the ITP, with the conditions stated below satisfied, and WSDOT has unconditionally approved the revised the ATC; or
4. The submittal does not qualify as an ATC but appears eligible to be included in the Proposal without an ATC (i.e., the concept appears to conform to the Basic Configuration and to be consistent with other contract requirements).

WSDOT approval of an ATC extends solely to the information contained in the ATC submittal.

2.11.3 INCORPORATION INTO PROPOSAL

The Proposer may include any or all approved ATC's in its Proposal. The Proposal Price shall reflect any incorporated ATC's. Except for incorporating approved ATC's, the Proposal shall not otherwise contain exceptions to or variations from the requirements of the RFP. If WSDOT responded to an ATC by stating that certain conditions must be met prior to granting approval, the Proposer shall not have the right to incorporate the ATC into the Proposal unless and until the ATC has been timely resubmitted with the conditions satisfied and WSDOT has approved the ATC in writing. Once an ATC has been approved, only the entire ATC is eligible for inclusion into the Proposal. The inclusion of partial ATCs into a Proposal is not allowed.

WSDOT's geotechnical investigation and subsurface utilities investigation conducted for this Project and included in the RFP were based on the WSDOT Conceptual Design and Basic Configuration. Therefore, the geotechnical information and subsurface utilities information provided in the RFP does not purport to represent site conditions for an ATC.

Consequently, with respect to geotechnical investigations, the Proposer is responsible for conducting its own geotechnical investigation prior to the Proposal due date, for changes to the Conceptual Design or Basic Configuration, if any, that are approved as part of an ATC. Proposer's geotechnical investigation shall comply with the requirements of the WSDOT Geotechnical Design Manual. When conducting the geotechnical investigation, Design-Builder may take into consideration the geotechnical information provided in the RFP to supplement its analysis to the extent that said information meets the investigation requirements of the Geotechnical Design Manual as applied to the Design-Builder's design addressed in the approved ATC. The Proposer's pre-proposal geotechnical investigation will form the basis upon which differing site conditions will be addressed under the Contract for Work implemented as part of an ATC. Failure of the Proposer's investigation to meet the Geotechnical Design Manual standard will result in the Proposer assuming all geotechnical risks in terms of both cost and time associated with the Work addressed in the ATC.

With respect to subsurface utilities, WSDOT has performed preliminary investigations of existing Utilities located within the Project's Right-of-Way as designated in the RFP absent modification by an ATC. The Proposer will be responsible for conducting its own investigation relating to all Utilities located outside of said Right-of-Way.

2.12 CHANGE IN PROPOSER'S ORGANIZATION

If a Proposer wishes to change its form of organization from that described in its SOQ, or if it wishes to add or remove any Major Participant or Key Personnel (as such terms are defined in the RFQ) from those identified in the SOQ, the Proposer shall obtain written approval of the change from WSDOT's Representative prior to submitting its Proposal. To qualify for WSDOT's approval, the written request must document that the proposed change will be equal to or better than the Major Participant or Key Personnel identified in the SOQ. The written request for substitution of Key Personnel shall include a resume and reference contacts equivalent to those required by the RFQ. WSDOT is under no obligation to approve such requests and may approve or disapprove a portion of the request or the entire request at its sole discretion.

2.13 WITHDRAWAL OF PROPOSAL

After submitting a Proposal to WSDOT, the Proposer may withdraw it if:

- The Proposer submits a written request signed by an authorized representative of the Proposer, and
- WSDOT receives the request before the Proposal Date.

The original Proposal may be revised and resubmitted as the official Proposal if WSDOT receives the revised Proposal before the Proposal Date.

Any attempt by a Proposer to withdraw its Proposal after the time due on the Proposal Date, regardless of whether WSDOT requests a Best and Final Offer (BAFO), will result in a draw by WSDOT upon the Proposal Bond.

2.14 WSDOT'S RIGHTS

WSDOT reserves the right, at its sole discretion, to:

- Appoint evaluation committees to review Proposals;
- Investigate the qualifications of any Proposer;

- Seek or obtain data from any source related to the Proposals;
- Require confirmation of information furnished by a Proposer;
- Hold meetings and conduct discussions and correspondence with the Proposers to seek an improved understanding and evaluation of the responses to this RFP;
- Require additional information from a Proposer concerning its Proposal;
- Seek and receive clarifications to a Proposal;
- Require additional evidence of qualifications to perform the Work;
- Modify the RFP process;
- Waive minor deficiencies and irregularities in a Proposal;
- Reject any or all of the Proposals;
- Cancel, modify, or withdraw the RFP;
- Issue a new RFP;
- Issue a request for BAFOs;
- Conduct negotiations with the Apparent Best Value Proposer prior to award of the Contract;
- Cancel a Contract signed by the Apparent Best Value Proposer but not yet executed by WSDOT; and
- Not issue Notice to Proceed after execution of the Contract.

The RFP does not commit WSDOT to enter into a Contract or proceed with the procurement described herein. Other than the right to receive a Stipend as described in Section 6.0 of this ITP, no unsuccessful Proposers shall be entitled to reimbursement of its costs in connection with the RFP.

2.15 EXECUTION OF CONTRACT PRIOR TO COMPLETION OF THE NEPA PROCESS

The NEPA documentation and environmental permits for the project will not be completed prior to Contract execution. In conformance with 23 CFR 636.109(c), WSDOT is required to receive prior FHWA concurrence before awarding a Design-Build contract and before the Design-Builder is allowed to proceed with preliminary design work under the Design-Build contract.

WSDOT will use a two phased Notice to Proceed for the Project (NTP 1 and NTP 2). The purpose of this two phased process is to ensure that no commitments are made to any alternative being evaluated in the NEPA process prior to the processes' conclusion. To that end, WSDOT will continue to investigate the comparative merits of all alternatives presented in the NEPA document, including the no-build alternative, all of which will be evaluated and fairly considered.

WSDOT anticipates that NTP 1 will be issued shortly after Contract execution, but WSDOT may defer issuance of NTP 1 for up to 30 days after Contract execution. NTP 1 will authorize the Design-Builder to proceed with NTP 1 Work consistent with FHWA's design-build rule and NEPA. Details regarding the types of work to be authorized under NTP 1 can be found in TR Section 2.8.

Pursuant to 23 CFR 636.109 (b) (6), the Design-Builder will not be allowed to prepare the NEPA documents or have any decision-making responsibility with respect to the NEPA process. WSDOT will be responsible for completing and obtaining FHWA's approval of the NEPA documentation. However, the NTP 1 Work will be used by WSDOT to support the NEPA documentation for the Final EIS, Section 106, Endangered Species Act consultation, and environmental permitting.

NTP 2 will be issued only if the final NEPA documents, including the ROD, choose the Bored Tunnel Alternative as the Selected Alternative. Upon the issuance of NTP 2, the Design-Builder shall commence NTP 2 Work, which will generally consist of Final Design and construction. Under no circumstances shall the Design-Builder commence Work on either the Final Design or construction until such time as FHWA has issued the ROD and WSDOT issues NTP 2.

In the event that the Record of Decision (ROD) results in selection of either the "no-build" alternative or a build alternative different from the Bored Tunnel Alternative, the Contract will be terminated for convenience and the Design-Builder will be paid for the NTP 1 Work pursuant to the Contract, and the design-builder will not be entitled to any further compensation.

2.16 ANNOUNCE APPARENT BEST VALUE

The public opening of the sealed Price Proposal and announcement of Apparent Best Value is scheduled for 11:00 a.m. Pacific Time on the date set forth in Section 1.5 of this ITP in the Transportation Building Commission Board Room, 1st Floor, Transportation Building, 310 Maple Park Avenue, Olympia, WA 98504.

2.17 AWARD OF CONTRACT

WSDOT anticipates that Contract award or Proposal rejection will occur within 90 Calendar Days after the Proposal Date. If the Apparent Best Value Proposer and WSDOT agree, this deadline may be extended. If they cannot agree on an extension by the deadline, WSDOT reserves the right to award the Contract to the next Apparent Best Value Proposer or reject all Proposals. WSDOT will notify the successful Proposer of the Contract award in writing.

2.18 BONDS

2.18.1 PROPOSAL BOND

Each Proposer shall submit a Proposal Bond with its Proposal in the amount of five percent of the Proposal Price, issued by a Surety meeting the requirements stated below. Alternatively, Proposers may submit cash, or a certified check or cashier's check, payable to WSDOT in this amount. Proposal Bonds shall be issued in the form of Form F (Proposal Bond) of this ITP, and shall be signed by the Surety. A Proposal Bond shall not be conditioned in any way to modify the minimum five percent required.

Proposals that fail to include a Proposal Bond or cash deposit in compliance with this Section shall be deemed non-responsive, and will be rejected by WSDOT.

2.18.2 CONTRACT BONDS

The Proposal shall include a commitment letter from a Surety meeting the requirements stated below, and agreeing to issue Contract Bonds in accordance with Article 19 of the Contract. If multiple Surety letters are provided, the Proposal shall identify which Surety will be the lead Surety. The commitment letter may not include conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award of the Contract to the Proposer within the time specified in Section 2.16 of this ITP.

The Contract Bonds are intended to provide protection to WSDOT for the Design-Builder's obligations with respect to the construction and post-construction phases of the Project, and to meet the requirements of RCW 39.08, et al.

2.18.3 SURETY QUALIFICATIONS

Bonds must be issued by a Surety with a Best's rating of at least "A-" or better and Financial Size Category of "IX" or better by A.M. Best Co. The Surety shall be registered with the Washington State Insurance Commissioner, and shall appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

2.19 EXECUTION OF CONTRACT

Within 20 Calendar Days after award of the Contract, the successful Proposer shall return the signed Contract prepared by WSDOT, together with the insurance certification, Contract Bond, and any other pre-award information required by the Contract.

Until WSDOT executes a Contract, no Proposal shall bind WSDOT. No Work shall begin within the Project limits or within sites furnished by WSDOT until issuance of NTP 1. The Design-Builder shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by WSDOT and NTP 1 has been issued.

If the Proposer experiences circumstances beyond its control that prevents execution of the Contract within 20 Calendar Days after award, WSDOT may, at its discretion, grant up to a maximum of 20 additional Calendar Days for return of the executed Contract, provided WSDOT deems the circumstances warrant it.

2.20 FAILURE TO EXECUTE CONTRACT

Failure to return the insurance certification, Contract Bond, or other pre-award information required by the Contract with the signed Contract, or failure or refusal to sign the Contract, shall result in a call upon the Proposal Bond or forfeiture of the deposit in lieu of a Proposal Bond. If this should occur, WSDOT may then award the Contract to the second Best Value Proposer or reject all remaining Proposals. If the second Best Value Proposer fails to return the required documents as stated above within the time provided after award of the Contract, the Contract may then be awarded successively in a like manner to the remaining Best Value Proposers until the above requirements are met or the remaining Proposals are rejected.

2.21 RETURN OF PROPOSAL DEPOSIT

When Proposals have been examined and corrected as necessary, Proposal Bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other Proposal Bonds and deposits will be held until the Contract has been properly executed. When the Contract has been properly executed, all remaining deposits or Proposal Bonds, except those subject to forfeiture, will be returned.

3.0 PROPOSAL CONTENT, FORMAT AND DELIVERY

3.1 SUBMITTAL REQUIREMENTS

3.1.1 DUE DATE, TIME AND LOCATION

Sealed Proposals must be submitted at one of the following locations prior to 4:00 p.m. Pacific Time, on the Proposal Date set forth in Section 1.5, Table 1-1, in this ITP:

- **Via U.S. Mail:** WSDOT will consider notification of bid receipt by the Mail Room as the actual receipt of the Proposal.

Dave Mariman
WSDOT Contract Ad & Award Office
P.O. Box 47360
Olympia, WA 98504-7360

- **Via Courier or Hand-Delivered:** Proposals delivered in person will be received only at the Contract Ad & Award Office, Room SA19.

Washington State Department of Transportation
Contract Ad & Award Office
Transportation Building, Room SA19
310 Maple Park Avenue SE
Olympia, WA 98504-7360

WSDOT will not accept Proposals by facsimile or electronic transmission. Any Proposal that fails to meet the deadline or delivery requirement will be rejected and returned to the Proposer without having been opened, considered, or evaluated.

3.1.2 CONTENTS OF THE PROPOSAL

The Proposal shall contain the sections listed in Table 3-1 below, and shall respond fully to all applicable requirements of the RFP. The Proposal shall be a concise presentation of the approach to the Project without the inclusion of ancillary or non-critical detail.

Table 3-1. Contents of the Proposal

TECHNICAL PROPOSAL (Sections 1-6 and Appendices A-E)
Section 1 - Executive Summary
Section 2 – Proposer’s Approach to Management of the Project
Project Management Approach
Organizational Structure and Key Personnel
Subcontractor and Labor Management Approach
Quality Management Approach
Risk Management Plan

TECHNICAL PROPOSAL (Sections 1-6 and Appendices A-E)
Section 3 – Preliminary Baseline Contract Schedule
Section 4 – Tunnel Roadway Clearance Envelope
Section 5 – Excavation and Support of the Bored Tunnel and Management of Ground Deformation Impacts
TBM Design and Operations
TBM Maintenance Plan
Settlement Mitigation
Building and Utility Settlement Assumptions and Design Parameters
Measures to Manage Settlement
Section 6 – Design and Construction, Except Tunneling
Proposed Design Plans and Details
Geotechnical Design Assumptions and Design Parameters Not Related to Tunneling
Cut-and-Cover Tunnel Design and Construction
Bored Tunnel Interior Design and Construction
Tunnel Operations Buildings
Appendix A – Proposer Information and Certifications
Form A (Design-Build Proposal Form and Signature Page)
Form D (Contract Time/Milestone Completion Deadlines)
DBE Performance Plan
Employment Plan
Form E (Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor Performing 20 Percent or More of the Design-Build Work)
Form G (Non-Collusion Declaration)
Form H (Certification of Federal-Aid Contracts)
Description of Legal Structure
Joint and Several Liability Letter
Evidence of Authorization - Powers of Attorney
Information and Work Site Certification
Certification Regarding Changes to Key Personnel and Major Participants

TECHNICAL PROPOSAL (Sections 1-6 and Appendices A-E)	
	Certification Regarding Right of Way
	Form M (Stipend Agreement)
	Form O (WSDOT Form 271-015 Subcontractor List)
	Form R (Organizational Conflicts of Interest Certification)
	Form S (Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization/Mitigation Plan)
	Appendix B – Resumes (limited to 3 pages per person)
	Appendix C – Approved ATCs
	Appendix D – Plans and Technical Data
	Appendix E – Proposer’s Approach to Minimizing Tunneling Impacts on Structures (Form T, Settlement Mitigation Description, if used)
PRICE PROPOSAL (Section 7)	
	Section 7 - Price Proposal
	Part I - Price Proposal
	Form B (Price Proposal)
	Form F (Proposal Bond)
	Letters from Sureties
	Part II - Upset Amount Determination
	Form C (Upset Amount Determination)

3.1.3 FORMAT

All information in the Proposal shall be submitted on 8.5-inch by 11-inch paper, except charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-inch by 17-inch paper. Folding of the paper to 8.5-inch by 11-inch size, with the title block showing, is acceptable but not mandatory.

Text for the Proposal narrative technical sections shall use Times New Roman font, 12 point type. No text, charts, tables, graphical information, or other substantive content shall be printed within 0.75 inches of any page edge. Any other materials shall be presented in a readable format. The organization chart must be readable and all dimensional information provided in the Proposal shall be in English units.

3.1.4 APPENDICES

Resumes shall be included in Appendix B of the Proposal. Resumes shall be limited to three pages per person.

A complete copy of each ATC, if provided, shall be included in Appendix C of the Proposal.

Additional appendices may be used for clarification and/or illustrative purposes. Appendices would typically consist of plan sheets or other illustrative information and should not include narrative text except as specifically required by this ITP. The need or use of additional appendices is at the discretion of the Proposer and may, or may not, be used by WSDOT in the evaluation of the Proposal.

3.1.5 SUBMISSION INSTRUCTIONS

The Proposal must be packaged in sealed packages clearly displaying the Proposer's name, contact person, and address on the outside of each Proposal package and labeled as follows:

- Proposal for SR 99 Bored Tunnel Alternative Design-Build Project;
- Submittal deadline date and time;
- Proposer's name, contact person, and address; and
- Box "X" of the total number of boxes.

The Proposal shall consist of the following two divisions:

1. Technical Proposal (Sections 1-5 and Appendices):

Each Proposer must provide the following:

- One (1) original Proposal bearing original signatures;
- On a CD, DVD or external hard drive, provide one electronic copy of the Proposal in PDF format (compatible with Adobe Acrobat, Version 7) with sections and subsections bookmarked, and all electronic files used to create the Proposal including CAD files, field survey, and site investigation files;
- Twelve (12) hard copies of the Proposal; and
- Thirty (30) CDs, DVDs or external hard drives, each containing one electronic copy of the Proposal in PDF format (compatible with Adobe Acrobat, Version 7) with sections and subsections bookmarked.

The original Proposal must be bound and shall be identified as "ORIGINAL" on its front cover in colored ink. Each copy must be bound and identified on its front cover, in the upper right-hand corner, as "Copy X of 12 Copies."

2. Price Proposal (Section 6):

Each Proposer must provide one (1) original Price Proposal bearing original signatures.

- The Price Proposal shall be organized into two parts as described in Section 3.3, Table 3.1 of this ITP. The Proposer shall use tabbed dividers to separate the contents of Part I of the Price Proposal.
- The Price Proposal and the Upset Amount Determination shall be placed into two separate, sealed envelopes marked "Part I: Price Proposal" and "Part II: Upset Amount Determination," respectively. These two envelopes shall be

placed into a third sealed envelope clearly marked on the front with the following information:

- Price Proposal (Section 6)
- SR 99 Bored Tunnel Alternative Design-Build Project
- Submittal deadline date and time
- Proposer name, contact person and address

Refer to Section 3.1 of this ITP for Proposal Delivery.

3.2 DISQUALIFICATION

Failure to use sealed packages and envelopes or to properly identify and label any Proposal package may result in an inadvertent opening prior to the appointed time and place, and it may result in disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal that result from such inadvertent opening, if WSDOT determines that the Proposer did not follow the instructions in this ITP. It is Proposer's sole responsibility to ensure that its Proposal is received as required. Proposals received after the Proposal Date will be rejected without consideration or evaluation. Proposers shall provide responses to all information requested in the RFP. Failure to respond or to provide requested information may result in a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive.

3.3 TECHNICAL PROPOSAL

3.3.1 GENERAL

The Technical Proposal shall include concise narrative descriptions and graphic illustrations, drawings, charts, technical reports, and calculations that will enable WSDOT to clearly understand and evaluate both the capabilities of the Proposer and the characteristics and benefits of the proposed Work. No price information of any kind may be included in the Technical Proposal, with the exception of the ATCs. A complete copy of all approved ATCs incorporated into the Proposal, including WSDOT's approval letters issued pursuant to Section 2.10 of this ITP, shall be included in Appendix C of the Proposal.

Plans or drawings submitted as a part of the Technical Proposal shall be submitted in accordance with the requirements of the RFP. The Technical Proposal should be organized to address the items listed in this Section and address the evaluation factors set forth in this Section and in Section 4.2 of this ITP. The Proposer shall use tabbed dividers to separate the contents of the Technical Proposal.

WSDOT will assign Technical Credits to Proposals that demonstrate a commitment to plans and mitigation strategies that are likely to contribute to a reduction in risk to WSDOT and an increased ability to achieve the Project goals. The degree of commitment will be weighted heavily by the WSDOT when evaluating all sections of the Proposal. For example, conditional language such as "will consider," "will evaluate the possibility of," and "may do the following" are considered weak commitments and will likely be given minimal consideration. On the other hand, unconditional language such as "will do the following" will likely be considered firm commitments and will receive the strongest consideration.

3.3.2 EXECUTIVE SUMMARY (SECTION 1)

Submit an Executive Summary that demonstrates the Proposer's overall approach to the Project. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary should identify the type of TBM (slurry or EPB) to be used on the Project and a brief explanation of the factors influencing the type selected.

The authorized representatives of the Proposer's organization must sign the Executive Summary. If the Proposer is a joint venture, all of the joint venture members must sign the Executive Summary. The Executive Summary must certify the truth and correctness of the contents of the Proposal.

3.3.3 PROPOSER'S APPROACH TO MANAGEMENT OF THE PROJECT (SECTION 2)

Excellent project management is essential to managing the Project's risk and meeting and exceeding WSDOT's Project goals. WSDOT is seeking a Design-Build team that is sufficiently experienced and properly organized to efficiently deliver a quality product on time and within budget. This requires a dedicated organization with clear lines of communication and authority, a well qualified staff, effective administration, and comprehensive plans for the management of the work, safety, quality, risk, environmental compliance and public information.

Section 2 of the Proposal shall provide a comprehensive description of the Proposer's approach to managing delivery of the Project. Section 2 shall address, at a minimum, the Project Management Approach, the Organizational Structure and Key Personnel, the Subcontractor and Labor Management Approach and specific discussion of Quality Management and Risk Management with specific reference to Environmental Risk and 3rd Party Impacts.

Project Management Approach

- A description of the Proposer's approach to the interrelationships among project management, design, construction, risk, safety, environmental, quality, and public information organizations;
- The Proposer's concept of design management including a discussion of the organizational structure of the design team, the roles and responsibilities of the key staff, and the total staffing required for design;
- A description of Proposer's approach to addressing constructability, durability, maintainability, and environmental protection in the design process;
- A description of how design personnel will interface with the construction organization;
- The plan for the completion of the preliminary engineering, including limits on work prior to NTP 2 and managing changes generated from the environmental process;
- A description of the construction management concept to be used, including the interface with the quality control and quality assurance organizations;
- The plan for integration of WSDOT personnel, with respect to:

- Preliminary design and continuation of the environmental process
 - Completion of design efforts including field generated changes
 - Construction of the Project
- Identification and implementation of an information transfer software system in accordance with TR, Section 2.1.4.4.1; and
 - Other elements that the Proposer considers important or may be of value to WSDOT.

Organizational Structure and Key Personnel

Submit an organizational chart demonstrating the basic structure of the Proposer's organization, roles and responsibilities of each applicable sub-organization, and integration of the sub-organizations.

Submit an organizational chart for each sub-organization, including but not limited to, (a) Project Management; (b) Design, show sub-organizations, if any, such as tunnel design vs. civil design; (c) Construction, show sub-organizations, if any, such as Bored Tunnel, Cut-and-Cover Tunnel, interior structures, systems, etc.; (d) Safety; (e) Quality; (f) Environmental; and (g) public information.

The organization charts above shall indicate the key positions within the Proposer's organization. The Proposal should designate the individuals assigned to those key positions, to the extent that they are known at the time of the Proposal, and include the resume for each of those identified individuals in Appendix B of the Proposal. At a minimum, the organizational charts should show the positions of the Key Personnel included in the SOQ.

Subcontractor and Labor Management Approach

Submit a narrative that presents the Design-Builder's approach to administration of the Contract requirements related to subcontracting, non-discrimination, and labor (refer to Contract, Appendices 5 and 6). Discuss the Proposer's intended strategies for the management of subcontractors and labor to ensure quality and timeliness in the progress of the Work. The narrative shall designate a Subcontractor and Labor Manager who shall be responsible to ensure compliance with the requirements listed above. Include a resume for the Subcontractor and Labor Manager in Appendix B of the Proposal. The Subcontractor and Labor Manager, or designee, shall be designated as the EEO Officer as required by Subsection II.2 of FHWA Form 1273 (Contract, Appendix 5-C).

Evaluation Criteria for the Subcontractor and Labor Manager

A Proposal which fails to designate a Subcontractor and Labor Manager and/or fails to include the resume for this individual in Appendix B of the Proposal may be determined non-responsive.

Quality Management Approach

Submit a narrative of the Quality Management Approach for design and construction. The Quality Management Approach should summarize the Quality Management Plan that will be used on the Project. Contents of the Quality Management Approach should include, at a minimum, the following:

- Quality Management:
 - Include a statement of the Proposer’s Quality Policy.
 - Outline the Proposer’s Quality Organization. Identify the key positions in this organization and those positions with stop work authority. Include an estimate of the number of staff members that will be utilized in each position. Include required certifications and appropriate accreditations for each position.
- Quality Process for Design:
 - Outline the quality control and quality assurance process for design. Address the specific processes or steps to ensure: a process for independent checking of design Work, the design meets the requirements of the contract, environmental protection, constructability of the design, and all elements of the completed Project will be fit for use for the intended function, including durability and maintainability.
- Quality Process for Fabricated Items:
 - Describe the specific role of the production, Quality Control, and Quality Assurance organizations within the Design-Builder’s quality process for fabricated items.
- Quality Process for Construction:
 - Describe the specific role of the production, Quality Control, and Quality Assurance organizations within the Design-Builder’s construction quality process.

Include in the Quality Management Approach a discussion with regard to the consideration of life-cycle-cost in the design and construction of the project.

Clearly identify those commitments of the Quality Management Approach that exceed RFP requirements.

Risk Management Plan

The Risk Management Plan submitted with the Proposal will form the draft for developing the Project Risk Management Plan described in Section 2.12 of the Technical Requirements.

WSDOT has carried out a comprehensive Cost Estimate Validation Process (CEVP) that addresses risks that relate to the AWV Program. A subset of this comprehensive CEVP risk list pertains to the scope of the Project and is presented in TR Appendix V as the Initial Project Risk Register. The Proposer should critique the Initial Project Risk Register and identify other risks and opportunities that may be significant (the Contractor’s Identified Risks). This combined list of risks will be termed the “Project Risk Register.”

Submit a draft Risk Management Plan as described in Technical Requirements Section 2.12, including the following:

- An indication of the resource requirements to deliver the Risk Management Plan, and the roles of key personnel who will deliver the specific risk management activities.
- Details of any Risk Management software to be used, together with how this will be used to analyze and manage risks to both cost and schedule.

Submit a Project Risk Register to show the Initial Project Risks and the Contractor's Identified Risks. In developing the Project Risk Register the Proposer should modify the WSDOT identified risks as required to properly characterize those risks from the Design-Builder's perspective. For each risk in the register, indicate the nature of the risk and the proposed mitigation measure. Also identify any residual risk that may remain to WSDOT.

Address specifically, either in the Project Risk Register or in a separate narrative:

- Management of Environmental Risks, such as Construction Compliance, Noise Management, Muck Handling, and Compliance with Section 402 of the Clean Water Act
- 3rd Party Risks, such as:
 - Coordination with the Port of Seattle and Washington State Ferries, especially with regard to the management of traffic impacts
 - Management of traffic impacts, especially impacts associated with traffic and pedestrians during stadium events;
 - Liaison with the City of Seattle including SDOT, SCL, SPU, and the Fire Marshal;
 - Coordination with private utility and building owners potentially impacted by the Work; and
 - Public outreach, including coordination with WSDOT's Public Information Team.

Evaluation Criteria for Proposer's Approach to Management of the Project

The Proposer will earn Technical Credits for commitments that add benefit to WSDOT above and beyond the requirements of the RFP. Technical Credits can also be earned by reducing, mitigating or transferring risks to the benefit of WSDOT. The maximum available Technical Credits for this section are provided in Section 4.2 of this ITP.

A Proposer that presents an active leadership role and demonstrates effective management of risk to WSDOT's benefit is preferred and will likely earn Technical Credits. A proposal that increases risk to the owner or decreases owner benefit may result in a reduction in the overall Technical Score.

3.3.4 PRELIMINARY BASELINE CONTRACT SCHEDULE (SECTION 3)

Submit a logic-driven Preliminary Baseline Contract Schedule prepared by the critical path method.

The Preliminary Baseline Contract Schedule will serve as the basis for developing the detailed Baseline Contract Schedule described in Section 2.1 of the Technical Requirements. The Proposal shall include both hard copies and Primavera 6.2 for Engineering and Construction XER-format electronic copies of the proposed Preliminary Baseline Contract Schedule. If the Proposer wishes to use an alternative schedule program, the Proposer must demonstrate 100 percent compatibility with Primavera 6.2 for Engineering and Construction to WSDOT's satisfaction and obtain prior approval for its use.

The Preliminary Baseline Contract Schedule shall be provided on 11-inch by 17-inch paper, and shall show activities logically grouped to correlate with the Proposer's work plan. Data for each activity must include early start and finish dates, planned duration and total float. The graphical portion of the hard copy schedule report should show a separate, distinct float bar for each activity, and the task bar shall be necked to depict calendar non-work time. The Preliminary Baseline Contract Schedule must indicate predecessor logic by either a listing of predecessors in a report column or by relationship lines in the graphical portion of the report.

The Preliminary Baseline Contract Schedule shall use the Estimated NTP 1 date set forth in Section 1.5 of this ITP and August 15, 2011 for NTP 2. In no event shall the Substantial Completion date be shown after November 1, 2016.

The Preliminary Baseline Contract Schedule may include summary activities that do not compromise controlling logical relationships. The Preliminary Baseline Contract Schedule shall include the milestones provided in Form D of this ITP. The schedule-calculated dates for these events will be transferred to Form D and will become zero-float Contract milestones in the Design-Builder's Baseline Contract Schedule. The use of contingency activities that control or reserve float will not be acceptable.

At a minimum, the Preliminary Baseline Contract Schedule shall also show the following:

- Start and finish dates for major elements of the design;
- All major activities planned for the period from NTP 1 to NTP 2;
- Start and finish dates for major elements of the construction, including, but not limited to;
 - The proposed design procurement, fabrication and delivery schedule for the TBM;
 - Excavation of the Cut-and-Cover Tunnel and approach areas in the north and south;
 - Construction start and completion of Bored Tunnel;
 - Fabrication and installation of the interior structures;
 - Start and finish dates for installation of tunnel systems, including systems work performed by others by using milestone dates provided in Section 2.58 of the Technical Requirements; and
 - Start and finish dates for SR 99 Bored Tunnel commissioning.

In addition to the above, the Proposer shall complete Form D, Contract Time/Milestone Completion Deadlines (included in this ITP), and submit it with the Proposal.

Submit a narrative for the schedule addressing assumptions used in preparing the schedule, such as expected TBM progress rates, non-work days, durations for governmental approvals, and any other assumed schedule constraints needing further explanation. The narrative shall outline the critical path for the Work, the major risks associated with the critical path activities, and any contingency and/or mitigation plans in place to ensure Substantial Completion of the Project within the Contract Time.

Evaluation Criteria for the Preliminary Baseline Contract Schedule
(Max. 20,000,000 Technical Credits)

Evaluation of the Preliminary Baseline Contract Schedule will be based on the following:

A. Evaluation Criteria for Time of Substantial Completion (18,000,000 Technical Credits);

- WSDOT prefers to have the tunnel open to traffic by December 31, 2015. In recognition of this as an aggressive schedule, WSDOT has established an open to traffic date of December 31, 2016 as the baseline for evaluation. In order to achieve this date the Design-Builder must be Substantially Complete by approximately November 1, 2016. Technical Credits will be assigned as follows:

- A Proposal offering a Contract Time Bid equal to 1,905 days will receive no Technical Credits.
- A Proposal offering a Contract Time Bid less than 1,905 days will receive added Technical Credits at a rate of 50,000 Technical Credits per day to a maximum of 18,000,000 Technical Credits.
- A Proposal offering a Contract Time Bid greater than 1,905 will be determined non-responsive.

That is, $TC[\text{Schedule}] = [1,905 - CTB] * 50,000$

Where:

- $TC[\text{Schedule}]$ is the earned Technical Credits for the Contract Time Bid for which $0 \leq TC[\text{Schedule}] \leq 18,000,000$.
- CTB is equal to the Contract Time Bid on Form D.
- 1,905 are the Calendar Days from August 15, 2011 through November 1, 2016.

B. Evaluation of Schedule Narrative (2,000,000 Technical Credits)

The evaluation committee may assign additional Technical Credits, to a maximum of 2,000,000, based upon evaluation of other aspects of the schedule, such as:

- Other milestone commitments depicted in Form D.

- The narrative response requested in this section of the ITP
- The schedule structure is consistent with best practices and illustrates a thoughtful and workable solution to efficient sequencing of the Work consistent with quality, safety, and the concerns of Project stakeholders. For example, schedules will be scored more highly when the evaluation committee recognizes:
 - A schedule that anticipates and makes reasonable allowance for potential delays such as long lead time materials, critical approvals, and adverse weather.
 - A schedule that is consistent with and illustrative of the Proposer's plan to mitigate risk as identified in the Project Risk Register.
- CAUTION – A Proposer that indicates progress on Final Design prior to the completion of the NEPA documents, even “at risk,” may be considered non responsive.

3.3.5 TUNNEL ROADWAY CLEARANCE ENVELOPE (SECTION 4)

The Basic Configuration for the project requires a minimum 30-foot roadway width and a minimum vertical clearance of 15 feet within the traveled way. WSDOT values a larger clearance envelope allowing for an 8-foot west shoulder and at least a 15.5-foot vertical clearance over the traveled way.

Submit cross-sections at the locations of the minimum roadway horizontal and vertical clearance.

Evaluation Criteria

A Proposal that reflects compliance with the Basic Configuration for roadway horizontal and vertical clearance will receive no Technical Credits for this Section of the Proposal.

A Proposal that fails to demonstrate compliance with the Basic Configuration for roadway horizontal and vertical clearance will be considered non-responsive.

A Proposal that demonstrates a minimum roadway horizontal clearance of 32 feet in width or larger will receive 15,000,000 Technical Credits.

A Proposal that demonstrates a minimum roadway vertical clearance over the travelled way greater than 15 feet will be awarded Technical Credits as follows:

- Vertical Clearance greater than 15 feet but less than 15 feet, 3 inches will receive no Technical Credits;
- Vertical Clearance greater than or equal to 15 feet, 3 inches but less than 15 feet, 6 inches will receive 1,000,000 Technical Credits;
- Vertical Clearance greater than or equal to 15 feet, 6 inches but less than 15 feet, 9 inches will receive 2,000,000 Technical Credits;
- Vertical Clearance greater than or equal to 15 feet, 9 inches but less than 16 feet will receive 4,000,000 Technical Credits; and
- Vertical Clearance greater than or equal to 16 feet will receive 5,000,000 Technical Credits.

3.3.6 EXCAVATION AND SUPPORT OF THE BORED TUNNEL AND MANAGEMENT OF GROUND DEFORMATION IMPACTS (SECTION 5)

Section 3 of the Proposal shall present how the Proposer's approach to the design, operations, and maintenance of the Tunnel Boring Machine (TBM), including the design and installation of the tunnel liner, have been selected to minimize the risks of tunneling for the Project and especially with regard to schedule, anticipated soil conditions, and ground loss. Relate the risks and mitigation strategies to the GBR for this Project, lessons learned on past projects performed by the Proposer, and recent tunneling projects in the Seattle vicinity.

TBM Design and Operations

Submit a narrative describing the TBM and ancillary equipment and proposed means and methods, as related to the geotechnical profile and ground conditions provided in the Geotechnical Baseline Report. Include a detailed description of TBM features included in the design to reduce risk for the project. Include the following:

- A description of the various ground types that the Proposer expects to encounter. Discuss the anticipated ground behavior and water pressures during tunneling.
- Type of pressure-face TBM selected as influenced by anticipated ground conditions and water pressures. Estimated and proposed TBM design and operating parameters, including torque, thrust, cutter-head opening ratio, cutter tools, soil conditioning system, and muck removal system. Such information shall be consistent with proposed daily advance rates, predicted penetration rates and ground conditions.
 - If a slurry TBM is proposed, preliminary details of the proposed slurry machine design shall be provided, together with methods of calculating the required slurry properties and earth pressures, and contingencies in the event of loss of slurry into the surrounding ground. Details on the slurry transport and separation plant design and capacity.
 - If an EPB TBM is proposed, the methodology for conditioning of the granular soils shall be provided, including preliminary details of proposed soil conditioners to be used to maintain earth pressure and soil plug within the screw conveyor or other means and methods of controlling discharge of the spoils from the cutter head chamber.
 - Provide sample earth pressure calculations and calculation model employed.
- Details of the proposed segmental lining for the Bored Tunnel including details of the overall design approach and philosophy. Detail all applicable ground analysis and support system decision making processes employed by the Proposer. Include a method statement describing the primary support installation proposed including:
 - Estimated bore diameter including tolerances and overcut;
 - Internal diameter of the tunnel; and
 - Liner dimensions, including shove width.
- TBM daily advance rate (in feet per working day) and instantaneous penetration rates (inches/minute when boring), utilization, and ring build cycle time for each tunnel reach. Identify the material properties influencing machine performance as a basis for selection of the TBM, its cutting tools, and other features, and in the estimating of

TBM advance rates, wear rates for tools and shield surfaces, and machine maintenance.

- A narrative description of the extent of tunnel ground loss assumed by the Proposer along the tunnel alignment as related to ground conditions. Discuss TBM features designed to minimize settlement, TBM operational parameters and prescribed limits, and other methods to minimize ground loss.
- A description of the TBM monitoring system and the method to integrate this system with the settlement monitoring systems.
- Description of the planned TBM tail void grouting system. Include details of the system. Describe the procedures and materials that will be utilized to ensure complete void filling in order to minimize ground loss and ensure ring stability.
- A narrative description addressing the Proposer's approach to TBM alignment control. Discuss the TBM guidance system, operational controls, control procedures for ring selection, and survey check procedures.
- A narrative description of special precautions and/or construction procedures that the Proposer will employ for TBM break-in and break-out, including the proposed type and extent of any ground treatment and/or modification.
- Other innovative approaches to the design and operations of the TBM to reduce the risk of the Project.

TBM Maintenance Plan

Submit a narrative describing the maintenance plan for the TBM and other critical equipment associated with tunneling. Include in the narrative:

- The Proposer's plan for routine maintenance. Include a maintenance schedule for the TBM and ancillary equipment including frequency, duration and scope of planned maintenance stoppages.
 - Describe the TBM maintenance activities that will occur in free air and those that require Interventions as defined in the Section 5.7 of the Contract. Identify Work from the plenum and Work in front of the face of the TBM.
 - Describe maintenance activities associated with other critical equipment associated with tunneling.
- Describe the methods of Intervention, both in the plenum and in front of the face of the TBM, including the expected impact of any stoppage on ground behavior and the specific means and methods that will be employed to minimize those impacts.
- Discuss TBM design features and means and methods of operation that will be employed to minimize the need for interventions and other schedule delays associated with maintenance and repair.

Settlement Mitigation

WSDOT has developed concept designs (methods and layouts) for the advance mitigation of certain structures in the vicinity of the proposed tunnel (Group A Structures) to illustrate the work and to provide a basis for the preparation of Proposals. Building protection-related bid items (compensation grouting, etc) are intended to be a vehicle for sharing risk between WSDOT and the Design-Builder. These are starting points from which contractor-initiated improvements, or an entirely different approach, can be considered during Proposal development. To be successful, settlement mitigation requires initiative on the part of the Design-Builder, and flexibility in the procurement to permit the Proposer to select and commit to the methods they will use to provide successful settlement mitigation.

During Proposal development, the Proposer shall make its own evaluation of the potential impact of tunneling and excavations with its means and methods and either validate the concept proposed by WSDOT, or if the Proposer's assessment indicates that the concept or level of design, in total or in any part, does not adequately manage the risk, the Proposer shall inform WSDOT of their proposed plan through an ATC. A mutually agreed upon plan (an approved ATC) will become the basis of the Proposer's bid. In support of this approach, Section 4 of the Proposal should include the following:

Building and Utility Settlement Assumptions and Design Parameters

Provide the Design-Builder's affirmation, or further assessment and interpretation, of the work WSDOT has undertaken to characterize the impacts of tunneling on existing Structures and Utilities as provided in Technical Requirements Appendix S. At a minimum, the Design-Builder shall analyze ground deformations (horizontal and vertical) anticipated from its execution of the Work. Provide drawings showing the predicted horizontal and vertical deformation contours and discuss the expected response of the adjacent Structures and Utilities with regard to risk of damage and allowable deformation tolerances established in the RFP. Also discuss the transient settlement trough that will develop ahead of the advancing TBM and the expected impact of these deformations on existing Utilities. Discuss in detail where the Proposer's assessment varies significantly from WSDOT's assessments provided in Technical Requirements Appendix S.

Measures to Manage Settlement

Submit a narrative summarizing the Proposer's approach to minimizing the impacts of tunneling on Structures and Utilities. Using ITP Form T, or another format preferred by the Proposer, provide an Appendix E of the Proposal that is a listing of all Group A and Group B structures identified by WSDOT and any additional structures identified by the Proposer that are expected to be impacted by tunnel induced settlement. For each structure listed include a description of the advance mitigation, if any, included in the Proposal. This listing should affirm WSDOT's concept design or summarize the approach to be implemented by the Design-Builder. Specifically identify, either in the narrative or in Proposal Appendix E, the Work that is included in the bid item "Advance Mitigation – Group B Structures".

Submit, in Proposal Appendix D, any plans, sketches and/or technical data to support the narrative.

Evaluation Criteria for the Excavation and Support of the Bored Tunnel and Management of Ground Deformation Impacts

Section 4 of the Proposal will be evaluated based upon the extent that the Proposer's approach is likely to reduce the risk of the Project with regard to the time of the Bored Tunnel drive, the impacts of ground conditions on operations of the TBM, the effects of ground deformation resulting from the Bored Tunnel drive, and other risks.

The Proposer will earn Technical Credits by committing to design, operations and maintenance terms that reduce, mitigate or transfer risks to the benefit to WSDOT. The Proposer may also earn Technical Credits for commitments that add benefit to WSDOT above and beyond the requirements of the RFP. The maximum available Technical Credits for this section are provided in Section 4.2 of this ITP.

A proposal that takes an active leadership role and effectively manages the risks to WSDOT's benefit is preferred and will likely earn Technical Credits. A proposal that increases risk to the owner or decreases owner benefit may result in negative Technical Credit.

3.3.7 DESIGN AND CONSTRUCTION, EXCEPT TUNNELING (SECTION 6)

Section 4 of the Proposal shall present the Proposer's approach to the design and construction of the Project, not including the design and operation of the TBM. The presentation shall be organized chronologically or in another organizational structure that most effectively communicates the Proposer's approach to the Work. Section 4 of the Proposal shall address, at a minimum, those topics described in this Section 3.3.7.

Proposed Design Plans and Details

Include in Appendix D to the Technical Proposal all plan sheets and details necessary to convey the Proposers approach to the design and construction of the project. At a minimum, include:

- Alignment plans, profile sheets, and cross-sections developed to a similar level of detail as Appendix M1 of the Technical Requirements.
- Highlight in the proposed design plans and details at locations where the Proposer has modified the Conceptual Design and locations where the Proposer has carried the design to a high level to address Project risks. [Note that any variations from the Basic Configuration must be addressed by an approved ATC.]
- All plans and details requested in this Section 3.3.

Construction Phasing and Staging

Submit a narrative outlining the sequence of Work in each Portal area. Include a discussion of haul routes for excavation of the Cut-and-Cover and approaches, the plan for Bored Tunnel muck removal, and haul routes for material delivery such as concrete and pre-cast elements. Discuss specifically how construction staging and haul routes have been planned to minimize impacts to the Port, the stadiums, and other major stakeholders in the Project area.

Submit a Construction Phasing and Sequencing Plan including any plan sheets in Proposal Appendix D. Indicate the timing and sequencing of major construction activities, including major

utility and building protection measures. Include a plan showing the site layout at each portal area and vicinity for each major phase of the Work.

Geotechnical Design Assumptions and Design Parameters Not Related to Tunneling

- Describe any geotechnical information beyond that contained in the Geotechnical Baseline Report and/or Geotechnical and Environmental Data Report that was collected and analyzed in development of the Proposal;
- Affirm, or further assess and interpret, the engineering properties of all engineering soil units, including the expected average and range of soil strengths and permeability;
- List the design parameters and their values used in the preparation of the Proposal for all relevant ground types and the rationale for selection of these parameters and values; and
- Discuss the measures that will be taken during design to mitigate for the most likely risks to the Project as a result of geologic conditions. Relate the risks to known geologic conditions as presented in the GBR and GDR and the experience of current and past construction projects in similar conditions.

Cut-and-Cover Tunnel Design and Construction

The Proposer shall present its approach and commitments regarding the design and construction of the Cut-and-Cover Tunnels and approaches. Include, at a minimum:

- A narrative and plans demonstrating the limits and details of the support of excavation walls in each Portal area. Include the wall type, the sequence of Work to accomplish the excavations, any ground improvements associated with open-cut excavations, and identification of temporary and permanent Utility diversions.
- A narrative describing the Proposer's approach to minimizing the impacts of major excavations on Structures and Utilities that are impacted by the Work. The narrative shall, at a minimum, specifically address the following:
 - How settlement will be managed through the design and construction of the U-Section Structures and Cut-and-Cover Tunnels;
 - Include any plans, sketches and/or technical data to support the narrative in Proposal Appendix D.
- Discussion of the Proposer's approach to managing the impacts of archaeological investigations in the Cut-and-Cover excavations.
- A narrative describing the Proposer's groundwater control measures in the Portal areas. Include expected groundwater draw-downs, including pattern and size of influence zone.
- A narrative describing the Proposer's Cut-and-Cover structure design and the Proposer's approach to the Cut-and-Cover structures construction. Discuss the preliminary design effort that has been completed to address space allocation, systems coordination and verification of the tunnel dimensions. Discuss construction methods including, identification of structural elements that will be cast-in-place and those that will be prefabricated, material

transport, and sequencing of the Work relative to tunneling and systems installation. Include the Proposer's approach to waterproofing the Cut-and-Cover structures.

- Include plans and/or technical data to support the narratives in Proposal Appendix D. At a minimum, include the Cut-and-Cover profiles and typical Cut-and-Cover cross-sections, including utilities, lanes, shoulders, walkway, barrier, jet fans and clearance envelope;

Bored Tunnel Interior Design and Construction

The Proposer shall present its approach and commitments regarding the design and construction of the interior tunnel structures in the Bored Tunnel. Include, at minimum:

- A narrative describing the Proposer's interior tunnel structure design and the Proposer's approach to the interior tunnel structures construction. Discuss the preliminary design effort that has been completed to address space allocation, systems coordination and verification of the tunnel diameter. Discuss construction methods including, identification of structural elements that will be cast-in-place and those that will be prefabricated, material transport, and sequencing of the Work relative to tunneling and systems installation.
- Plans and/or technical data to support the narrative in Proposal Appendix D. At a minimum, include the following:
 - Pump station locations;
 - Tunnel profiles including roof thickness and slab thickness; and
 - Typical tunnel cross-sections, including wall thickness, utilities, lanes, shoulders, walkways, barriers and clearance envelope

Tunnel Operations Buildings

The Proposer shall present its approach and commitments regarding the design and construction of the Tunnel Operations Buildings. Include, at minimum:

- A narrative describing the overall approach to design and construction of the Tunnel Operations Buildings. Discuss construction sequencing for each building.
- Plans and/or technical data to support the narrative. At a minimum, include the following:
 - Site plans, including proposed vehicular circulation and parking, pedestrian access, utility systems, service and loading locations, landscape areas and special site features;
 - Floor plans identifying spaces and features;
 - Building sections sufficient to show floor heights, total height above surrounding grade, basic structural systems, connections to tunnels, and mechanical and electrical system space provisions;
 - Schematic layouts of complex areas such as mechanical rooms, computer rooms and operations offices; and

- Perspective drawings indicating the general appearance, massing and relationships of the buildings to their surroundings.

Evaluation Criteria for Design and Construction, Except Tunneling

The Proposer will earn Technical Credits for commitments that add benefit to WSDOT above and beyond the requirements of the RFP. Technical Credits can also be earned by reducing, mitigating or transferring risks to the benefit of WSDOT. The maximum available Technical Credits for this section are provided in Section 4.2 of this ITP.

A Proposer that presents an active leadership role and demonstrates effective management of risk to WSDOT's benefit is preferred and will likely earn Technical Credits. A proposal that increases risk to the owner or decreases owner benefit may result in a reduction in the overall Technical Score.

3.3.8 APPENDIX A - PROPOSER INFORMATION AND CERTIFICATIONS

The Proposer shall provide the following forms and other information as Appendix A of the Proposal:

1. **Form A (Design-Build Proposal Form and Signature Page).** If the Proposer is a joint venture, Form A must be executed by all joint venture members.
2. **Form D (Contract Time/Milestone Completion Deadlines).** Form D includes a blank entitled, "Contract Time Bid," to be filled in by the Proposer for the purpose of establishing the deadline for Substantial Completion of the Project. The number of Calendar Days entered for "Contract Time Bid" on Form D will be used in Section 4.2 of the Contract Form to establish the Contract Time. The Proposer shall determine the number of calendar days to be included for "Contract Time Bid" on Form D pursuant to its plan for performance of the Work, taking into account the liquidated damages provided in the Contract.

The number of days to be shown shall start on the first calendar day after NTP 2 and shall end on the scheduled date of Substantial Completion. All requirements of the Contract shall be considered in determining the number of calendar days shown for Contract Time Bid on Form D. In making such determination, the Proposer shall adjust the resources and rates of production so that Substantial Completion is accomplished no later than December 31, 2016.

Proposals with Calendar Days recorded for Contract Time that extend Substantial Completion beyond November 1, 2016, will be considered non-responsive. If the Proposer fails to complete and submit Form D or fails to submit a bid for the Contract Time Bid item, WSDOT will consider the bid non-responsive.

The Milestone Completion Deadlines provided on Form D will be considered as commitments by the Proposer in the execution of the Contract.

3. **DBE Performance Plan** – The Proposer shall provide a DBE Performance Plan in accordance with Section 1.5 of this ITP.
4. **Employment Plan** – The Proposer shall provide an Employment Plan in accordance with Section 1.5.9 of this ITP.

5. **Form E** – (Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor performing 20 percent or more of the Design-Build Work).
6. **Form G (Non-Collusion Declaration).** The Proposer shall submit Form G.
7. **Form H (Certification of Federal-Aid Contracts).** The Proposer shall submit Form H.
8. **Description of Legal Structure** - A detailed description of the legal structure of the entity submitting the Proposal. If the Proposer is a partnership or joint venture, the Proposer shall attach the full names and addresses of all partners or joint ventures, identify the equity ownership interest of each entity, and provide formation and organization information for each general partner or joint venture. If the Proposer is a limited liability entity, the Proposer shall attach full names and addresses of all equity holders in the limited liability entity and identify any entities that are financially responsible in any way for the limited liability entity. If the Proposer has not previously submitted final legal structure organizational documents, the Proposer shall attach said documents to the Proposal in this Section. Failure to submit final legal structure organizational documents to WSDOT either prior to or with the Proposal shall render the Proposal non-responsive.
9. **Joint and Several Liability Letter** - If the Proposer is a joint venture, the Proposer shall attach a letter signed by an authorized representative of each joint venture stating that the joint venture agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal, and if awarded, under the Contract. The Proposer shall attach evidence to each letter that the person signing the letter has authority to do so.
10. **Evidence of Authorization – Powers of Attorney.** The Proposer shall provide evidence of authorization to execute and deliver the Proposal and the Contract. If such authorization arises out of one or more powers of attorney, copies of the powers of attorney shall be attached, as well as certified copies of the appropriate resolutions from the applicable entities' governing bodies authorizing said powers of attorney. If the Proposer is a partnership or a joint venture, such evidence shall be provided for the Proposer and for each of its general partners/joint venture members, at all tiers, and in all cases certified by an appropriate officer.
11. **Information and Work Site Certification** - The Proposer shall provide a certified statement that the Proposer has, prior to submitting its Proposal, in accordance with generally accepted engineering and construction practices, reviewed the Reference Documents and other information provided by WSDOT; inspected and examined the site and surrounding locations; and undertaken other appropriate activities sufficient to familiarize itself with surface conditions and subsurface conditions that are discernible from the surface and affect the Project, to the extent the Proposer deemed necessary or advisable for submittal of a Proposal. The certified statement should specifically indicate that as a result of such review, inspection, examination, and other activities, the Proposer is familiar with and accepts the site and the physical requirements of the Work.
12. **Certification Regarding Changes to Key Personnel and Major Participants** - The Proposer shall provide a signed statement that the Key Personnel and Major Participants identified on the Proposer's SOQ have not changed. Alternatively, the Proposer may

attach a WSDOT approval letter regarding any such changes to Key Personnel or Major Participants.

13. **Certification Regarding Right of Way** - The Proposer shall provide a signed statement that the Proposer will construct the Work within the Right of Way identified in Appendix R of the Technical Requirements. Alternatively, the Proposer may attach a WSDOT approval letter regarding any ATC that contemplates construction of the Work outside of the Right of Way identified in Appendix R of the Technical Requirements.

14. **Form M (Stipend Agreement)**. The Proposer shall complete Form M.

15. **Form O (WSDOT Form 271-015 Subcontractor List)**. The Proposer shall prepare Form O in compliance with RCW 39.30.060 as amended. The Proposal shall include a list of: (1) subcontractors who will perform the Work of heating, ventilation, air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW; (2) the Work that those subcontractors will perform on the Contract; and (3) no more than one subcontractor for each category of Work identified, except when subcontractors vary with bid alternates, the bidder shall identify which subcontractor will be used for which alternate.

16. **Form R (Organizational Conflicts of Interest Certification)**. The Proposer shall complete Form R.

17. **Form S (Organizational Conflicts of Interest - Disclosure and Avoidance/Neutralization/Mitigation Plan)**. The Proposer shall complete Form S.

3.3.9 APPENDIX B – RESUMES

Resumes shall be limited to three pages per person.

3.3.10 APPENDIX C - APPROVED ATCS

3.3.11 PRICE PROPOSAL (SECTION 7)

The Price Proposal shall include the information and documentation identified in this Section, Section 3.3, and Table 3-1 of this ITP.

Part I: Price Proposal

1. **Form B (Price Proposal)**. The Proposer shall submit its Proposal Price divided into the categories identified on Form B. The total of these items on Form B will be the Contract Price.
2. **Form F (Proposal Bond)**. The Proposal shall include a Proposal Bond in the form of Form F or alternative security as described in Section 2.18 of this ITP.
3. **Letters from Sureties** addressing Contract Bonds. The letters of commitment from Sureties (who meet the requirements of Section 2.18 of this ITP) agreeing to issue the Contract Bonds as required in Section 2.18 of this ITP.

Part II: Upset Amount Determination

Form C (Upset Amount Determination). The Proposer shall indicate on Form C if the total Proposal Price is less than or equal to the upset amount.

4.0 PROPOSAL EVALUATION PROCESS

4.1 GENERAL

WSDOT will award the Contract (if at all) to the responsive Proposer who has complied with the requirements of the RFP, is technically qualified, and has the Best Value Proposal, as determined in accordance with this Section. WSDOT will notify the successful Proposer and the unsuccessful Proposers.

4.2 TECHNICAL EVALUATION SCORING SUMMARY

The technical evaluation factors are tabulated in Table 4-1 below. Proposers may be disqualified for receiving a “Fail” for any evaluation factor that is scored “Pass/Fail” (P/F). The technical evaluation score will be calculated by summing the Proposer’s points received out of the Max Score shown in Table 4-1. During the evaluation process, information in any section listed in Table 4-1 can be used when scoring other sections.

Table 4-1. Technical Evaluation Score Sheet

TECHNICAL PROPOSAL (Sections 1-6)	MAX SCORE
Section 1 - Executive Summary	P/F
Section 2 – Proposer’s Approach to Management of the Project	10,000,000
Project Management Approach	
Organizational Structure and Key Personnel	
Subcontractor and Labor Management Approach	
Quality Management Approach	
Risk Management Plan	
Section 3 – Preliminary Baseline Contract Schedule	20,000,000
Section 4 – Tunnel Roadway Clearance Envelope	20,000,000
Section 5 – Excavation and Support of Bored Tunnel and Management of Ground Deformation Impacts	10,000,000
TBM Design and Operations	
TBM Maintenance Plan	
Settlement Mitigation	
Building and Utility Settlement Assumptions and Design Parameters	
Measures to Manage Settlement	

TECHNICAL PROPOSAL (Sections 1-6)	MAX SCORE
Section 6 – Design and Construction, Except Tunneling	40,000,000
Proposed Design Plans and Details	
Geotechnical Design Assumptions and Design Parameters Not Related to Tunneling	
Cut-and-Cover Tunnel Design and Construction	
Bored Tunnel Interior Design and Construction	
Tunnel Operations Buildings	
TOTAL MAXIMUM AVAILABLE TECHNICAL CREDITS	100,000,000
Appendix A – Proposer Information and Certifications	
Form A (Design-Build Proposal Form and Signature Page)	P/F
Form D (Contract Time/Milestone Completion Deadlines)	P/F
DBE Performance Plan	P/F
Employment Plan	P/F
Form E (Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor Performing 20 Percent or More of the Design-Build Work)	P/F
Form G (Non-Collusion Declaration)	P/F
Form H (Certification of Federal-Aid Contracts)	P/F
Description of Legal Structure	P/F
Joint and Several Liability Letter	P/F
Form K (Form of Guaranty)	P/F
Evidence of Authorization - Powers of Attorney	P/F
Information and Work Site Certification	P/F
Certification Regarding Changes to Key Personnel and Major Participants	P/F
Certification Regarding Right of Way	P/F
Form M (Stipend Agreement)	P/F
Form O (WSDOT Form 271-015 Subcontractor List)	P/F

TECHNICAL PROPOSAL (Sections 1-6)	MAX SCORE
Form R (Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization Plan)	P/F
Form S (Organizational Conflicts of Interest Certification)	P/F
Appendix B – Resumes (limited to 3 pages per person)	
Appendix C - Approved ATCs	
Appendix D – Plans and Technical Data	
Appendix E – Proposer’s Approach to Minimizing Tunneling Impacts on Structures (Form T, Settlement Mitigation Description, if used)	
PRICE PROPOSAL (Section 7)	
Section 7 - Price Proposal	
Part I - Price Proposal	P/F
Form B (Price Proposal)	P/F
Form F (Proposal Bond)	P/F
Letters from Sureties	P/F
Part II - Upset Amount Determination	
Form C (Upset Amount Determination)	P/F
GRAND TOTAL	100,000,000

4.3 RESPONSIVENESS AND PASS/FAIL REVIEW

4.3.1 INITIAL RESPONSIVENESS EVALUATION

WSDOT will conduct an initial review of the Proposals for responsiveness to the requirements set forth in the RFP, including compliance with the pass/fail criteria set forth in Section 4.2 of this ITP. Any Proposal not responsive to the RFP may be excluded from further consideration and the Proposer that submitted such Proposal will be so advised. WSDOT may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

4.3.2 UPSET AMOUNT

As part of the responsiveness evaluation, WSDOT will review Form C provided in each Price Proposal package to determine if the respective Proposal Prices are less than, equal to, or greater than the Upset Amount. The Upset Amount is defined as One Billion Ninety Million and No/100 Dollars (\$1,090,000,000.00). Failure to include Form C may result in the Proposal being declared non-responsive and the Proposer being disqualified.

If one or more of the Proposal Prices are less than or equal to the Upset Amount, WSDOT will evaluate all Proposals and may proceed to award the Contract based on the best value determination (as described in Section 4.6 of this ITP) to any Proposer whose Proposal Price is less than or equal to the Upset Amount. WSDOT may also elect to proceed with discussions with the Proposers, followed by a request for Best and Final Offers (BAFOs) from all Proposers or cancel the RFP. If no Proposal has a Proposal Price less than or equal to the Upset Amount, WSDOT will either proceed directly with discussions with the Proposers followed by a request for BAFOs or cancel the RFP. In such event, WSDOT may review the Proposals for responsiveness and also with reference to possible discussions with the Proposers.

This Upset Amount evaluation will be performed by the WSDOT Contract Ad and Award Manager in strict confidence upon receipt of all Proposals. After completion of said review, each Form C will be resealed in its designated envelope and placed back with its respective Price Proposals. The WSDOT Contract Ad and Award Manager will hold all information regarding the identity of all Proposers as related to the Upset Amount Determination strictly confidential. No information regarding the Upset Amount Determination shall be given to any individuals involved in the technical evaluation process. If a Proposal is deemed unacceptable based solely on price magnitude being greater than the Upset Amount, the Proposal will still be eligible for the Stipend provided all other criteria relative to the Stipend are met.

4.3.3 PASS/FAIL CRITERIA EVALUATION

Proposals will be evaluated based on the following pass/fail criteria:

- Business form of Proposers and team members shall meet Project requirements;
- The Major Participants and Key Personnel listed in the Proposal shall not have changed since submission of its SOQ, or the Proposer shall have previously advised WSDOT of a change and received WSDOT's written approval for the change;
- Proposal Bond (or alternative security) and Surety commitment letter has been provided as required by Section 2.17 of this ITP;
- Proposer information, certifications, and documents as listed in Section 3.3 of this ITP are included in the Proposal and are complete, accurate, and responsive, and they do not identify any material adverse changes from the information provided in the SOQ information; and
- The Proposer has provided all other forms and documentation required by this ITP.

A Proposal must receive an initial "Pass" on all Pass/Fail criteria listed in the RFP for the Proposal to be further evaluated. WSDOT may, at its sole discretion, request a Proposer to provide clarifications for purposes of determining whether the Pass/Fail criteria are met. Failure to achieve a "Pass" rating on a Pass/Fail factor may result in the Proposal being declared non-responsive and the Proposer being disqualified. Failure to submit information in the manner, format and detail specified may result in the Proposal receiving a "Fail" rating and being declared non-responsive. Even though a Proposal receives an initial "Pass" allowing technical evaluation to proceed, the Proposal may later be determined to have failed.

The Executive Summary will be evaluated Pass/Fail, but information can be used during evaluation of other sections.

4.4 EVALUATION OF THE TECHNICAL PROPOSAL

To determine the Proposal technical score, WSDOT will evaluate each of the technical requirements described in Section 3.3 of this ITP, using the evaluation criteria described in Section 3.3 of this ITP. The Technical Evaluation Score Sheet in Section 4.2 of this ITP identifies the maximum scoring for each technical requirement.

The following adjectival rating system will be used in determining technical credits when determined appropriate by WSDOT:

- **Excellent (90-100 percent):** The subsection of the Proposal demonstrates an approach that is considered to significantly exceed the RFP requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project), and provides a consistently outstanding level of quality. In order for the subsection of the Proposal to meet the minimum criteria to be considered *Excellent*, it must be determined to have significant strengths and/or a number of minor strengths and no appreciable weaknesses. The minimum score for *Excellent* is 90 percent. The greater the significance of the strengths and/or the number of strengths will result in a higher percentage, up to a maximum of 100 percent.

There is virtually no risk that the Proposer would be unsuccessful in delivering the Project to WSDOT's satisfaction, and would most likely exceed all Project goals.

The Proposal demonstrates full understanding of the Project risks and it is expected that, if awarded the Project, the Design-Builder would manage the risks to the maximum benefit of WSDOT.

- **Very Good (80-89 percent):** The subsection of the Proposal demonstrates an approach that is considered to exceed the RFP requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project) and offers a generally better than acceptable quality. In order for the subsection of the Proposal to meet the minimum criteria to be considered to be *Very Good*, it must be determined to have strengths and no significant weaknesses. Minor weaknesses are offset by strengths. The minimum score for *Very Good* is 80 percent. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weakness will result in a higher percentage, up to a maximum of 89 percent.

There is little risk that the Proposer would be unsuccessful in delivering the Project to WSDOT's satisfaction, and would most likely meet and/or exceed all Project goals.

The Proposal demonstrates full understanding of the Project risks and it is expected that, if awarded the Project, the Design-Builder would manage the risks to WSDOT's significant advantage.

- **Good (70-79 percent):** The subsection of the Proposal demonstrates an approach that is considered to meet the RFP requirements/objectives and offers an acceptable level of quality. In order for the subsection of the Proposal to meet the minimum criteria to be considered to be *Good*, it must be determined to have strengths, even though minor and/or significant weaknesses exist. The minimum score for *Good* is 70 percent. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weakness will result in a higher percentage, up to a maximum of 79 percent.

It is expected that the Proposer would be able to deliver the Project to WSDOT's satisfaction and meet the Project goals.

The Proposal demonstrates an understanding of the Project risks and it is expected that, if awarded the Project, the Design-Builder would manage some risks to WSDOT's advantage.

- **Fair (50 - 69 percent):** The subsection of the Proposal demonstrates an approach that is considered to be at or below the minimum RFP requirements/objectives and offers a marginally acceptable level of quality. To be considered *Fair* the subsection of the Proposal should be determined to have minor and/or significant weaknesses. Few or no minor strengths may exist. The minimum score for *Fair* is 50 percent. The fewer the minor or significant weaknesses and the greater the significance of the strengths and/or the number of strengths will result in a higher percentage, up to a maximum of 69 percent.

It is expected that the Proposer would be able to deliver the Project to WSDOT's satisfaction and meet the Project goals only with significant additional effort by WSDOT ensure contract compliance.

The Proposal demonstrates a lack of understanding of the overall Project risks and it is expected that, if awarded the Project, the Design-Builder would manage few risks to WSDOT's advantage.

- **Poor (0-49 percent):** The subsection of the Proposal demonstrates an approach that contains minor and/or significant weaknesses and no appreciable strengths. The subsection of the Proposal is considered to not meet the RFP requirements and may be determined to be non-responsive.

WSDOT, at its sole discretion, may reject any Proposal receiving a technical score below 70 percent of the available Technical Credits.

4.5 PROPOSER PRESENTATIONS

After completion of an initial technical evaluation of Proposals, WSDOT will provide each Proposal team with a list of clarifying questions regarding their Proposal. Each Proposer will then be invited to an interview. The interview will be chaired by senior members of the Project Team.

At the interview, the Proposer shall make a presentation on the Technical Approach and the Risk Management Strategy provided in their Proposal. The presentation should include responses to both a common set of questions which will be provided in advance to each Proposer and also the clarifying questions noted above. The Proposer shall make no reference in the presentation to price information.

Evaluation Criteria

The Interview will not be evaluated separately. The Proposer's presentation and response to questions shall be considered within the overall Proposal evaluation. Items covered by the Proposer, where they provide additional clarity to the Proposal with respect to the Contract requirements and objectives, may allow the allocated technical credit to be adjusted.

4.6 BEST VALUE DETERMINATION

Proposal Rating

Each responsive Proposal will be assigned an Apparent Best Value Score (ABVS) as determined by the following equation:

1 ABVS = \$P - (Sum of all TCs)

2
3 Where:

4

5	ABVS	=	The Apparent Best Value Score
6	\$P	=	The Total Proposal Price as provided on Form B
7	TC	=	Assigned Technical Credits

8

9 The Apparent Best Value Proposal will be the responsive Proposal with the lowest ABVS.

10
11 **4.7 BEST AND FINAL OFFERS**

12 If all Proposal Prices are less than or equal to the Upset Amount (refer Section 4.3 of this ITP), WSDOT
13 does not currently intend to request Best and Final Offers (BAFOs), but reserves the right to do so. If all
14 Total Proposal Prices exceed the Upset Amount, it is likely that WSDOT will request BAFOs. There may
15 be other circumstances in which BAFOs may be requested (refer to Section 4.3 of this ITP).

16
17 In the event that any Proposer requested to submit a proposal revision or BAFO fails to provide a
18 proposal revision or BAFO, or delivers a proposal revision or BAFO that is deemed unacceptable or late,
19 the Administration shall have the right to consider as valid such Proposer's initial or subsequently revised
20 Proposal and to award the Contract to such Proposer based on its initial or subsequently revised Proposal.

21
22
23 **5.0 CONTRACT AWARD AND EXECUTION**

24 Following selection of a Proposer by WSDOT and verification that the Proposer has complied with the
25 requirements of the RFP, WSDOT will deliver five (5) sets of execution copies of the Contract to the
26 selected Proposer. To be awarded the Contract, the selected Proposer must satisfy WSDOT's Contract
27 Award requirements by executing and delivering the Contract, together with all other required documents
28 described below, within 20 Calendar Days of receipt of the execution copies of the Contract from
29 WSDOT. WSDOT will return one copy of the Contract executed by WSDOT within 14 Calendar Days
30 of receipt of all of the following required documents from the Proposer:

- 31
- 32 • Executed Contract;
 - 33 • Evidence of authorization to execute the Contract, in the form of a certified resolution of the
34 governing body of Proposer expressly stating such body's authorization to execute the
35 Contract and, if the Proposer is a partnership, joint venture, unincorporated association, or
36 limited liability company, of the governing bodies of the entity's partners or members;
 - 37 • Contract Bonds issued by the Surety listed in the Proposal, or an equivalent Surety meeting
38 the requirements set forth in Section 2.17 of this ITP;
 - 39 • The insurance policies, endorsements, and/or certificates required under Article 20 of the
40 Contract; and
 - 41 • Evidence that the Proposer, its Major Participants, and other identified subcontractors hold all
42 licenses as of award necessary to perform the Work.

5.1 DEBRIEFING

Within 60 Calendar Days after execution and delivery of the Contract, WSDOT will be available for an oral debriefing session upon written request made to WSDOT's Representative by an authorized representative of an unsuccessful Proposer.

6.0 PROPOSER STIPENDS

WSDOT will pay a Stipend of \$4,000,000 to each Proposer that provides a responsive but unsuccessful Proposal, provided that such Proposer has timely executed and delivered the Stipend Agreement (Form M) to WSDOT and has submitted a request for payment to WSDOT. Such request shall be submitted within 7 Calendar Days after Notice of Award is posted.

If no Contract award is made, all responsive Proposers that have timely executed and delivered the Stipend Agreement will receive the Stipend. The Stipend will be paid within 45 Calendar Days after award of the Contract or the decision not to award a Contract.

No Proposer shall be entitled to reimbursement of any of its costs in connection with the RFP except as specified in this Section. A Proposer that has submitted a non-responsive Proposal will not earn a Stipend.

In consideration for paying the Stipend, WSDOT reserves the right to use any ideas or information contained in the unsuccessful Proposals in connection with any Contract awarded for the Project or with any subsequent procurement, without any obligation to pay any additional compensation to the Proposer. Each Proposer acknowledges that WSDOT will have the right to inform the successful Proposer, after award, regarding the contents of all Proposals for which stipends have been (or will be) paid, for the purpose of allowing concepts to be reviewed by the selected Design-Builder and incorporated into the Contract as deemed advisable. WSDOT will provide the successful Proposer with all the ATCs as soon as practicable for incorporation as a VECP at the discretion of the Proposer. Furthermore, upon the Proposers' receipt of payment, the right to use such work product will extend to other projects undertaken by WSDOT, as WSDOT deems appropriate. However, WSDOT acknowledges that the use of any of the work product by WSDOT or the Design-Builder is at the sole risk and discretion of WSDOT and the Design-Builder, and it will in no way be deemed to confer liability on the unsuccessful Proposer.

7.0 PROTESTS

7.1 PROTEST PROCEDURES

This Section sets forth the exclusive protest remedies available with respect to the RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. These protest procedures are included in the RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer are also consideration to each other Proposer for making the same waiver and agreement.

If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in the RFP, it shall indemnify, defend, protect, and hold harmless WSDOT, its officers, officials, employees, agents, representatives, and consultants from and against all liabilities, expenses, costs (including attorneys' fees

and costs), fees, and damages incurred or suffered as a result. The submission of a Proposal by a Proposer shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

7.2 PROTESTS REGARDING RFP DOCUMENTS

The Proposer may protest the terms of the RFP prior to the time for submission of Proposals on the grounds that (a) a material provision in the RFP is ambiguous; (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or (c) the RFP in whole or in part exceeds the authority of WSDOT. Protests regarding the RFP shall be filed only after the Proposer has submitted a written request for clarification prior to the Proposal Date set forth in Section 1.5 of this ITP in an effort to remove the grounds for protest.

Protests regarding the RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests regarding the RFP shall be filed as soon as the basis for protest is known to the Proposer, but in any event, it must be actually received no later than 10 Calendar Days before the Proposal Date, provided that protests regarding an addendum to the RFP shall be filed and actually received no later than 5 Calendar Days after the addendum to the RFP is issued (or no later than the Proposal Date, if earlier). Protests regarding the RFP shall be filed in writing by hand delivery or courier to the Protest Official, with a copy to WSDOT's Representative and the other Proposers. The "Protest Official" is defined as:

Dave Mariman
WSDOT Contract Ad & Award Office
P. O. Box 47360
Olympia, WA 98504-7360

WSDOT will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, at its sole discretion, discuss the protest with the protesting Proposer. If other Proposers are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven calendar days of the request.

The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest unless the Protest Official or his designee agrees to a hearing. The Protest Official or his designee will decide the protest on the basis of the written submissions within 15 Calendar Days after the Protest Official receives the protest. The Protest Official will furnish copies of the decision in writing to WSDOT's Representative and each Proposer. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in the protest, WSDOT will make appropriate revisions to the RFP by issuing addenda. WSDOT may, in its sole discretion, extend the Proposal Date.

Notwithstanding the existence of a protest, WSDOT may, in its sole discretion, continue the procurement process or any portion thereof.

The failure of a Proposer to raise a ground for a protest regarding the RFP within the applicable period shall constitute an unconditional waiver of the right to protest the terms of the RFP and shall preclude consideration of that ground in any protest unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

7.3 PROTESTS REGARDING RESPONSIVENESS DETERMINATION OR AWARD

A Proposer may protest any determination by WSDOT regarding lack of responsiveness or any award made by WSDOT by filing a written notice of protest by hand delivery or courier to the Protest Official with a copy to WSDOT's Representative. WSDOT will distribute copies of the protest to the other Proposers. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any non-responsiveness determination must be filed within 5 days after the notification of non-responsiveness. Notice of protest of any award by WSDOT must be filed within 9 days after WSDOT's opening of the Price Proposals.

Within 7 Days of the Notice of Protest, the protesting Proposer must file with the Protest Official, with a copy to WSDOT's Representative and the other Proposers, a detailed statement of the grounds, legal authorities, and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence.

Failure to file a Notice of Protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualification process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

WSDOT's Representative and the other Proposers may file by hand delivery or courier to the Protest Official, with a copy to the protesting Proposer, a statement in support of or in opposition to the protest. Other Proposers shall also deliver a copy of their statement to WSDOT's Representative. Such statements must be filed within 7 days after the protesting Proposer files its detailed statement of protest.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of the Protest Official or his designee, a hearing or argument may be permitted if necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or WSDOT. The Protest Official or his designee will issue a written decision regarding the protest within 15 days after the Protest Official receives the detailed statement of protest. Such decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. The Protest Official or his designee will deliver the written decision to WSDOT's Representative and each Proposer.

If the Protest Official or his designee concludes that the Proposer filing the protest has established a basis for protest, the Protest Official or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new request for proposals, or taking other appropriate actions.

7.4 JUDICIAL REVIEW

Any decision made by WSDOT regarding the award and execution of the Contract or Proposal rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Documents requesting such review, if any, shall be timely filed in the Superior Court of Thurston County, Washington.

PROPOSAL FORMS

- 1
- 2 Form A Design-Build Proposal Form and Signature Page
- 3 Form B Price Proposal
- 4 Form C Upset Amount Determination
- 5 Form D Contract Time/Milestone Completion Deadlines
- 6 Form E Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors,
7 Structures Subcontractors and Each Subconsultant and Subcontractor Performing 20
8 Percent or More of the Design-Build Work
- 9 Form F Proposal Bond
- 10 Form G Non-Collusion Declaration
- 11 Form H Certification for Federal-Aid Contracts
- 12 Form M Stipend Agreement
- 13 Form O WSDOT Form 271-015 Subcontractor List
- 14 Form R Organizational Conflict of Interest Certification
- 15 Form S Organizational Conflicts of Interest – Disclosure and Avoidance/
16 Neutralization/Mitigation Plan
- 17 Form T Settlement Mitigation Description
- 18

FORM A
DESIGN-BUILD PROPOSAL FORM AND SIGNATURE PAGE
Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

PROPOSER: _____

Proposal Date: _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Dave Mariman
WSDOT Contract Ad & Award Office
Transportation Building, Room SA19
310 Maple Park Avenue SE
Olympia, WA 98501-7360

The undersigned ("Proposer") submits this proposal (the "Proposal") in accordance with the Instructions to Proposers (the "ITP") contained in the Request for Proposals (the "RFP") issued by Washington State Department of Transportation ("WSDOT"), dated _____, for the **SR 99 Bored Tunnel Alternative Design-Build Project** (the "Project"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the ITP. If the Proposer is a joint venture, or LLC, the agreements, acknowledgments, certifications and representations contained herein shall be deemed made jointly and severally by each joint venture or LLC member.

- 1) In consideration for WSDOT supplying us, at our request, with the RFP documents and agreeing to examine and consider this Proposal, the undersigned agrees:
 - To keep this Proposal open for acceptance for 90 days after the Proposal Date without any member or partner withdrawing or any other change being made in the Proposer's organization, unless WSDOT has agreed in its sole discretion and in writing to such change or withdrawal; and
 - If this Proposal is accepted, to provide the Contract Bond securing the due performance of the Design-Build Contract (the "Contract") as stipulated in the Contract and the RFP.
- 2) If selected by WSDOT, Proposer agrees to (a) execute the Contract to design and construct the Project in accordance with the Contract Documents and (b) to provide all documents and satisfy all other requirements set forth in Section 5.0 of the ITP.
- 3) Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

Section 1	Executive Summary
Section 2	Proposer's Approach to Management of the Project
Section 3	Preliminary Baseline Contract Schedule
Section 4	Tunnel Roadway Clearance Envelope
Section 5	Excavation and Support of the Bored Tunnel and Management of Ground Deformation Impacts
Section 6	Design and Construction, Except Tunneling

- 4) Proposer acknowledges receipt, understanding, and full consideration of all RFP documents, other documents identified on the Project Web site (www.wsdot.wa.gov) and the following Addenda and set of questions and answers to the RFP:

[list Addenda, if applicable, and sets of questions and answers]

- 5) Proposer certifies that it has carefully examined and is fully familiar with the RFP documents and is satisfied that such provisions provide sufficient detail regarding the Work and the other obligations of the Design-Builder under the Contract and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in its Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal, including a thorough review of all of the RFP documents; and that it has notified WSDOT of any deficiencies in or omissions from any RFP documents or other documents provided by WSDOT and of any unusual site conditions observed prior to the date hereof.

- 6) Proposer agrees that its Statement of Qualifications, as modified by this Proposal, is incorporated into this Proposal as if fully set forth herein. Proposer certifies that each, every, and all of the representations made by Proposer in this Proposal are true and correct.

- 7) Proposer understands that WSDOT is not bound to accept the lowest priced Proposal or any proposal.

- 8) Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except to the extent that the Proposer receives the Stipend as provided for in the RFP.

- 9) Proposer agrees that WSDOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

- 10) This Proposal shall be governed by and construed in all respects according to the laws of the State of Washington.

The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated: _____, 20__ Proposer: _____

[Insert name of the Proposer, identify the type of organization and state or country of organization, and if the Proposer is a joint venture provide signature blocks for each joint venture member.]

[Insert appropriate signature block from below.]

- 1) Sample signature block for Corporation or Limited Liability Company:

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2) Sample signature block for Partnership or Joint Venture:

[Insert the Proposer's name]

By: [Insert general partner's or member's name]

Print Name:_____

Title:_____

By:_____

Print Name:_____

Title:_____

[Add signatures of additional general partners or members as appropriate. If Proposer is a joint venture, all joint venture members must individually execute this document.]

3) Sample signature block for Attorney in Fact:

[Insert the Proposer's name]

By:_____

Print Name:_____

Attorney in Fact:_____

FORM B
PRICE PROPOSAL

Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

Item No.	Item Description	Unit	Plan Quantity		Unit Price		Item Total
	TUNNEL CONSTRUCTION						
1	Design-Build Work - South U-Section	LS	Lump Sum	X	Lump Sum	=	
2	Design-Build Work - South Tunnel Operations Building	LS	Lump Sum	X	Lump Sum	=	
3	Design-Build Work - South Cut-and-Cover	LS	Lump Sum	X	Lump Sum	=	
4	Design-Build Work - Bored Tunnel	LS	Lump Sum	X	Lump Sum	=	
5	Design-Build Work - North Cut-and-Cover	LS	Lump Sum	X	Lump Sum	=	
6	Design-Build Work - North Tunnel Operations Building	LS	Lump Sum	X	Lump Sum	=	
	SETTLEMENT MITIGATION						
7	Advance Mitigation - Alaskan Way Viaduct	LS	Lump Sum	X	Lump Sum	=	
8	Advance Mitigation - T252, Western Building	LS	Lump Sum	X	Lump Sum	=	
9	Advance Mitigation - T251, Polson Building	LS	Lump Sum	X	Lump Sum	=	
10	Advance Mitigation - A161, Commuter Parking Garage	LS	Lump Sum	X	Lump Sum	=	
11	Advance Mitigation - A159, Commuter Center Building	LS	Lump Sum	X	Lump Sum	=	
12	Advance Mitigation - A158, Maritime Building	LS	Lump Sum	X	Lump Sum	=	
13	Advance Mitigation - T243, Federal Office Building	LS	Lump Sum	X	Lump Sum	=	
14	Advance Mitigation - T237, Alexis Building	LS	Lump Sum	X	Lump Sum	=	
15	Advance Mitigation - T234, National Building	LS	Lump Sum	X	Lump Sum	=	
16	Advance Mitigation - T236, Arlington South	LS	Lump Sum	X	Lump Sum	=	
17	Advance Mitigation - T235, Arlington North	LS	Lump Sum	X	Lump Sum	=	
18	Advance Mitigation - T231, Watermark Tower	LS	Lump Sum	X	Lump Sum	=	
19	Advance Mitigation - T229, Watermark Garage	LS	Lump Sum	X	Lump Sum	=	
20	Advance Mitigation - T230, Colonial/Grand Pacific Building	LS	Lump Sum	X	Lump Sum	=	
21	Advance Mitigation - T223, Harbor Steps, Southeast Tower	LS	Lump Sum	X	Lump Sum	=	
22	Advance Mitigation - T222, Harbor Steps Plaza	LS	Lump Sum	X	Lump Sum	=	
23	Advance Mitigation - T216, Harbor Steps, Northeast Tower	LS	Lump Sum	X	Lump Sum	=	
24	Advance Mitigation - T215, Lusty Lady	LS	Lump Sum	X	Lump Sum	=	

Item No.	Item Description	Unit	Plan Quantity		Unit Price		Item Total
25	Advance Mitigation - T205, South Arcade Condos	LS	Lump Sum	X	Lump Sum	=	
26	Advance Mitigation - BNSF	LS	Lump Sum	X	Lump Sum	=	
27	Advance Mitigation - Adit	LS	Lump Sum	X	Lump Sum	=	
28	Advance Mitigation - T186, Déjà Vu Showgirls	LS	Lump Sum	X	Lump Sum	=	
29	Advance Mitigation - T184, Gatewood Hotel	LS	Lump Sum	X	Lump Sum	=	
30	Advance Mitigation - T146, Cristalla Condominium	LS	Lump Sum	X	Lump Sum	=	
31	Advance Mitigation - EBI	LS	Lump Sum	X	Lump Sum	=	
32	Advance Mitigation - A120, 314 Bell	LS	Lump Sum	X	Lump Sum	=	
33	Advance Mitigation - A119, Two Bell S Tavern	LS	Lump Sum	X	Lump Sum	=	
34	Advance Mitigation - T86, Seattle FFD	LS	Lump Sum	X	Lump Sum	=	
35	Advance Mitigation - T90, 5th & Bell Building	LS	Lump Sum	X	Lump Sum	=	
36	Advance Mitigation - A114, Fountain Court Apts	LS	Lump Sum	X	Lump Sum	=	
37	Advance Mitigation - T77, 6th & Wall Building	LS	Lump Sum	X	Lump Sum	=	
38	Advance Mitigation - A110, Archstone Belltown Apartments	LS	Lump Sum	X	Lump Sum	=	
39	Advance Mitigation - A167, Archstone Belltown Garage	LS	Lump Sum	X	Lump Sum	=	
40	Advance Mitigation - A108, Walgreens	LS	Lump Sum	X	Lump Sum	=	
41	Advance Mitigation - T66, Hyatt Place Hotel and Condos	LS	Lump Sum	X	Lump Sum	=	
42	Advance Mitigation - A166, BRE Apartments	LS	Lump Sum	X	Lump Sum	=	
43	Advance Mitigation - T65, Seattle Housing Authority	LS	Lump Sum	X	Lump Sum	=	
44	Advance Mitigation - A106, Space Needle Corporate Office	LS	Lump Sum	X	Lump Sum	=	
45	Advance Mitigation - A105, Biosports Building	LS	Lump Sum	X	Lump Sum	=	
46	Advance Mitigation - T57, Travelodge Inn	LS	Lump Sum	X	Lump Sum	=	
47	Advance Mitigation - A104, 233 6th Ave N	LS	Lump Sum	X	Lump Sum	=	
48	Advance Mitigation - T55, Law Office/Lakeside Deli	LS	Lump Sum	X	Lump Sum	=	
49	Crew Time for Compaction Grouting	HOUR	1,000	X		=	
50	Compensation Grout for Structure Mitigation	SACK	1,000	X		=	
51	Compaction Grout Placed from Surface	CF	10,000	X		=	
52	Angled Grout Hole in Tunnel Liner	EACH	600	X		=	
53	Radial Grout Hole in Tunnel Liner	EACH	1,500	X		=	
54	Compaction Grout from Tunnel	CF	10,000	X		=	
	MISCELLANEOUS ITEMS						
55	Reimbursement for Third Party Damages	DOL	1.00	X	EST	=	\$1.00 EST

Item No.	Item Description	Unit	Plan Quantity		Unit Price		Item Total
56	Credit/Debit Minor Changes	DOL	1.00	X	EST	=	\$1.00 EST
57	Non-Specification Material Price Adjustment	DOL	-1.00	X	EST	=	-\$1.00 EST
58	Non-Specification Material Compaction Price Adjustment	DOL	-1.00	X	EST	=	-\$1.00 EST
59	Cyclical Density Price Adjustment	DOL	-1.00	X	EST	=	-\$1.00 EST
60	Partnering	DOL	1.00	X	EST	=	\$1.00 EST
61	DRB	DOL	1.00	X	EST	=	\$1.00 EST
	Total Proposal Price = SUM of Item Totals, Lines 1 through 57						

Note: For Lump Sum Items, the Proposer shall enter the Item Total in the space provided for each Lump Sum Item listed. For Unit Price Items, the Proposer shall enter the Unit Price and the Item Total (Plan Quantity times Unit Price) for each Item listed. The Proposer shall also enter the Total Proposal Price as the Sum of the Item Totals.

Note: For the purposes of providing a common basis for price evaluation for all Proposers, with respect to Items 51 through 57, WSDOT has entered an amount for such Line Items in the Proposal Form to become a part of the Total Proposal Price by the Design-Builder. Costs for such matters shall not be included in any other Line Item. Compensation for such Line Items shall be made as specified in the Contract Documents.

[DESIGN-BUILDER SIGNATURE]

By: _____

Name: _____

Title: _____

Washington Contractor License Number: _____

Federal ID Number: _____

FORM C

UPSET AMOUNT DETERMINATION

**Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project**

Proposer Name: _____

Is the Total Proposal Price less than or equal to the Upset Amount (\$1,090,000,000)?

Check One:

_____ Yes

_____ No

Date: _____

Signature: _____

Title: _____

FORM D

CONTRACT TIME / MILESTONE COMPLETION DEADLINES

**Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project**

Name of Proposer: _____

Contract Time Bid: _____ (NTP 2 To Substantial Completion)

The milestone dates for M-S6, M-S7, M-S8, M-N4 and M-N6 listed below and shown in Tables 2.58-1 and 2.58-2 are based upon an assumed Substantial Completion Date of November 1, 2016. These milestone dates will be adjusted in the Contract on a day-for-day basis to conform to the Design-Builder's Contract Time Bid.

Milestones	Milestone Completion Deadlines
	Milestone Dates and/or Proposed Duration Calendar Days from NTP 2
A. DB Design Concept for interface with South Access (M-S4 in TR 2.58)	A. <u>January 1, 2013</u>
B. Site Hand Back – Stage 1 (M-S5 in TR 2.58)	B. <u>August 1, 2013</u>
C. Site Hand Back – Stage II (M-S6 in TR 2.58)	C. <u>January 1, 2016</u>
D. Site Hand Back – Stage III (M-S7 in TR 2.58)	D. <u>May 1, 2016</u>
E. Site Hand Back – Stage IV (M-S8 in TR 2.58)	E. <u>November 1, 2016</u>
F. DB Design Concept for interface with North Access (M-N3 in TR 2.58)	F. <u>October 1, 2012</u>
G. Site Hand Back – Stage II (M-N4 in TR 2.58)	G. <u>December 1, 2014</u>
H. DB Allows Access to Tunnel Operations Building and Cut-And-Cover Structure to Others to Pull Wire and Install Equipment (M-N6 in TR 2.58)	H. <u>January 1, 2016</u>
I. Other Milestones (if proposed)	I. _____ Calendar Days

Note:

Liquidated Damages apply to Milestones A - I as provided in Article 17 of the Contract.

FORM E
IDENTIFICATION OF PROPOSER, GUARANTORS, MAJOR PARTICIPANTS,
EARTHWORK SUBCONTRACTORS, STRUCTURES SUBCONTRACTORS AND EACH
SUBCONSULTANT AND SUBCONTRACTOR PERFORMING 20 PERCENT OR MORE OF
THE DESIGN-BUILD WORK

Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Role In Organization (e.g., Design-Builder, Equity Owner in Proposer, Guarantor, Other Major Participant or Subcontractor)	State of Washington Contractor License and License Limit (attach copies)	Description of Work/Services

The undersigned hereby certifies that the above information is true and correct and that the Proposer has not entered into any substantive negotiations with any entity that falls within the definition of "Major Participant" resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing declaration is true and correct.

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that _____
is the _____ of _____ and _____
is the _____ of _____, which entity(ies) are the
_____ of _____, the
Proposer identified in the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

Signature: _____
Printed Name: _____
Title: _____
Subscribed and sworn to before me this ____ day of _____, 2010.

Notary Public in and for said County and State

[Seal]

MY COMMISSION EXPIRES: _____



Washington State
Department of Transportation

FORM F

PROPOSAL BOND

Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the

a corporation duly organized under the laws of the State of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of 5% of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

SR 99 Bored Tunnel Alternative Design-Build Project

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Department of Transportation within a period of 20 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

DOT Form 272-001 EF Revised 12/97

FORM G

NON-COLLUSION DECLARATION

**Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project**

**Failure to return this Declaration as part of the bid proposal package
will make the bid nonresponsive and ineligible for award.**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FORM H

Certification for Federal Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

FORM M
STIPEND AGREEMENT
Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

THIS STIPEND AGREEMENT (this “Agreement”) is made and entered into as of this _____, 2010, by and between the Washington State Department of Transportation (“Department”), _____, a _____, (“Proposer”), with reference to the following facts:

1. Proposer is one of the entities pre-qualified to submit Proposals for the SR 99 Bored Tunnel Alternative Design-Build Project (the “Project”), and wishes to submit a Proposal in response to the Request for Proposals for the Project (the “RFP”) issued by the Department.
2. The RFP requires each Proposer to execute and deliver a Stipend Agreement to the Department by the date specified in the RFP, as a condition to the Department’s obligation to pay a stipend to the Proposer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services and Performance.** Department hereby retains Proposer to prepare a responsive Proposal in response to the RFP. A “responsive” Proposal means a Proposal submitted by a qualified Proposer, which conforms in all material respects to the requirements of the RFP, as determined by Department, and is timely received by Department.

Subject to the provisions of the RFP documents regarding ownership of EPDs, all work performed by Proposer and its team members pursuant to this Agreement shall be considered work for hire, and the products of such work shall become the property of Department without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Agreement.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the RFP.
2. **Term.** Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Contract or until one year from the date of the execution of this Agreement, whichever occurs first. Services are authorized to commence effective upon the execution date of this Agreement and Proposal, and they are due by the dates set forth in the RFP.
3. **Compensation and Payment.**
 - a. Compensation payable to Proposer for the services described herein shall be in the amount of \$100,000.
 - b. If Department awards the Contract to Proposer, Proposer will not be entitled to compensation hereunder.
 - c. Payment will be owing hereunder only after receipt and approval of goods and services, and will be made within 45 days after award of the Contract or the decision not to award a contract, after receipt of a proper invoice submitted to Department under this paragraph 3(c). The invoice must be accompanied by a letter stating that the Proposer agrees with the terms of this agreement. Such invoice may not be submitted until one

business day after the earlier to occur of (i) award of the Contract, (ii) cancellation of the procurement, or (iii) expiration of the time period for award stated in the RFP, as the same may have been extended by Department pursuant to the terms of the RFP. Department will advise Proposer when said Contract is executed.

- d. This Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the RFP and determined responsive by Department as a condition of payment.

4. Indemnities.

- a. Subject to the limitations contained in Section 6 of the ITP, the Proposer shall indemnify, protect and hold harmless Department and its directors, officers, employees and contractors from, and Proposer shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity of, by or in favor of or awarded to any third party arising in whole or in part from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives or subcontractors or breach of any of Proposer's obligations under this Agreement.
- b. Furthermore, if any claim or suit is caused by or results from the concurrent negligence of Proposer or its agents, officers, employees or representatives, this indemnity provision shall be enforceable only to the extent of Proposer's negligence or the negligence of Proposer's agents, officers, employees, representatives or subcontractors.

5. Compliance with Laws.

- a. Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to Department during this procurement process, excluding only the EPDs, are, upon their receipt by Department, the property of Department and are subject to the Washington Public Records Act.
- b. Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- c. Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

6. Early Termination.

This Agreement may be terminated by Department in whole or in part at any time termination is in the interest of Department. No payment will be owing by Department in the event of any such termination, except as provided in paragraph 3(a) above.

7. Assignment.

Proposer shall not assign this Agreement without Department's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

8. Miscellaneous.

- a. Proposer and Department agree that Proposer, its team members, and their respective employees are not agents of Department as a result of this Agreement.
- b. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

By: _____

Name: _____

Title: _____

[insert Proposer's name]

By: _____

Name: _____

Title: _____

FORM O

WSDOT FORM 271-015
SUBCONTRACTOR LIST

Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

Prepared in compliance with RCW 39.30.060
TO BE SUBMITTED WITH THE BID PROPOSAL

Project Name _____

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

** Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring of current is connected during the project.*

A licensed electrical contractor must be listed to perform the work.

Sublist revision 6/99DOT
Form 271-015

(To be signed by authorized Proposer Representative)

Name of Proposer: _____

My signature below certifies that, prior to submitting this Proposal, I have conducted an internal review of Proposer's current affiliations and have required Proposer's team members to identify potential, real, or perceived Organizational Conflicts of Interest relative to the anticipated procurement, in accordance with the Secretary's Executive Order E-1059.00 and WSDOT *Organizational Conflict of Interest Manual* M-3043.

I further certify that “*Organizational Conflict of Interest Disclosure and Avoidance/Neutralization Plan*” forms are attached, as listed below, for all real or potential organizational conflicts of interest as defined in WSDOT Organizational Conflict of Interest Manual M-3043 for all Proposer team members.

Signed _____ Date _____

Printed Name and Title:

List Attachments by name of person or firm potentially conflicted:

[illegible]

1 **FORM S**

2 **ORGANIZATIONAL CONFLICTS OF INTEREST**
3 **DISCLOSURE AND AVOIDANCE/NEUTRALIZATION / MITIGATION PLAN**

4 **Washington State Department of Transportation**
5 **Design-Build Request for Proposals**
6 **SR 99 Bored Tunnel Alternative Design-Build Project**
7
8
9

10 This disclosure statement outlines potential organizational conflicts of interest, either real or apparent,
11 which as a result of activities or relationships with other persons or entities, such person or entity:
12

- 13 1. Is unable or potentially unable to render impartial assistance or advice to WSDOT; or
14
15 2. Is or might be otherwise impaired in its objectivity in performing the contract work; or
16
17 3. Has an unfair competitive advantage.
18

19 SECTION I of this disclosure statement describes the potential Organizational Conflict of Interest, as
20 described in Secretary's Executive Order E-1059.00 and WSDOT *Organizational Conflict of Interest*
21 *Manual* M-3043. SECTION II of this disclosure statement describes the management plan for avoiding,
22 or neutralizing the potential Organizational Conflicts of Interest as described in SECTION I of this
23 disclosure statement. I acknowledge that the Washington State Department of Transportation (WSDOT)
24 may require revisions to the management plan described in SECTION II of this disclosure statement prior
25 to approving it, and that WSDOT has the right, in its sole discretion, to limit or prohibit my involvement
26 in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure
27 statement.
28
29

30 **SECTION Ia – Name of Person or Firm Potentially Conflicted**
31
32 _____
33

34 **SECTION Ib – Current Project Name and Scope of Work**
35
36 _____
37

38 **SECTION Ic – Future Project Name and Description of Potential Conflict Of Interest**
39
40 _____
41

42 **SECTION II - Plan for Managing Potential Conflicts Of Interest**
43
44 _____
45

46 Signed _____ Date _____
47

48 Printed Name and Title _____
49

FORM T

SR 99 BORED TUNNEL ALTERNATIVE SETTLEMENT MITIGATION CONCEPTS FOR BUILDINGS

**Washington State Department of Transportation
SR 99 Bored Tunnel Alternative Design-Build Project**

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
A160	One Yesler/Al Bocalino Ristorante	212+46	East	A	Mitigation to be implemented as part of Design-Builder's plan for Alaskan Way Viaduct	
T252	Western Building	214+72	Over	A	Compensation grout from shaft. Structural strengthening of superstructure. Intrusive investigation of timber piles to verify existing conditions. Structural strengthening at foundation level by installation of steel pin piles, reinforced concrete grade beams, and concrete floor slab at the ground floor. (Design to be provided.)	
T251	Polson Building	215+74	Over	A	Compensation grout from shaft. Intrusive investigation of timber piles to verify existing conditions. Structural strengthening by construction of reinforced concrete grade beams or walls at the foundation level. Steel ties across cracks concrete wall along south side of building. (Design to be provided.)	
A161	Commuter Parking Garage	217+75	Partial Over	A	Compensation grout from shaft. Intrusive investigation of timber piles to verify existing conditions. Structural strengthening by construction of reinforced concrete grade beams or walls at the foundation level. Construction of reinforced concrete floor tied to foundation to replace existing floor. (Design to be provided.)	
A159	Commuter Center Building	218+64	Partial Over	A	Compensation grout from shaft. Intrusive investigation of timber piles to verify existing conditions. Structural strengthening by construction of reinforced concrete grade beams or walls at the foundation level. Construction of reinforced concrete floor tied to foundation to replace existing floor. (Design to be provided.)	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
A158	Maritime Building	221+01	West	A	Compensation grout from shaft	
T243	Federal Office Building	221+76	Over	A	Compensation grout from shaft	
T237	Alexis	224+27	Partial Over	A	Compensation grout from shaft	
T234	National Building	224+52	Partial Over	A	Compensation grout from shaft	
T236	Arlington South	225+13	Partial Over	A	Compensation grout from shaft	
T235	Arlington North	225+71	Partial Over	A	Compensation grout from shaft	
T231	Watermark Tower	227+24	Over	A	Compensation grout from shaft	
T229	Watermark Garage	227+57	West	A	Compensation grout from shaft	
T230	Colonial/Grand Pacific Building	228+41	Over	A	Compensation grout from shaft	
T223	Harbor Steps (Southeast Tower)	230+85	Partial Over	A	Compaction grout from basement & contact grout under slab	
T222	Harbor Steps Plaza	232+32	Partial Over	A	Compaction grout from basement & contact grout under slab	
T216	Harbor Steps (Northeast Tower)	233+32	Partial Over	A	Compaction grout from basement & contact grout under slab	
T215	Lusty Lady	234+13	Partial Over	A	Compaction grout from adjacent building (through wall) or surface	
T205	South Arcade Condos	238+26	West	A	Compensation grout from Post Alley	
T186	Déjà Vu Showgirls	242+22	East	A	Repair Damage	
T184	Gatewood Hotel	244+29	East	A	Compaction grout from tunnel	
T146	Cristalla Condominium	254+88	Over	A	Compaction grout from tunnel	
A120	314 Bell	267+15	Partial Over	A	Compaction grout from tunnel	
A119	Two Bell S Tavern	268+05	Partial Over	A	Compaction grout from tunnel	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T086	Seattle City of - FFD	270+18	Over	A	Compensation grout through angled holes	
T090	5th & Bell Building	270+22	Partial Over	A	Compensation grout through angled holes	
A114	Fountain Court Apartments	272+67	Partial Over	A	Compensation grout through angled holes	
T077	6th & Wall Building	274+91	Over	A	Compaction grout from surface or tunnel	
A110	Archstone Belltown Apartments	276+72	Over	A	Compensation grout through angled holes or grout shaft (Grout shaft not shown)	
A167	Archstone Belltown Apartments (Garage)	277+48	Partial Over	A	Compensation grout through angled holes	
A108	Walgreens	280+18	West	A	Compaction grout from surface or tunnel	
T066	Hyatt Place Hotel and Condos	280+69	East	A	Compaction grout from basement, surface or tunnel	
A166	BRE Apartments	282+48	West	A	Compaction grout from basement, surface or tunnel	
T065	Seattle Housing Authority	282+60	East	A	Compaction grout from surface or tunnel	
A106	Space Needle Corporate Office	284+22	West	A	Compaction grout from surface or tunnel	
A105	Biosports Building	285+09	West	A	Compaction grout from surface or tunnel	
T057	Travelodge Inn	285+31	East	A	Compaction grout from surface or tunnel	
A104	233 6th Ave N	286+63	West	A	Compaction grout from surface or tunnel	
T055	Law Office/Lakeside Deli	287+04	East	A	Compaction grout from surface or tunnel	
T277	Prudential Building	211+05	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T276	Best Western Pioneer Square Hotel	212+19	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T253	DJC Building	216+47	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T247	Colman Building	219+10	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T240	Hotel 1000	224+72	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T239	Schoenfeld Furniture Store Bldg	225+55	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T238	Holyoke Building	226+12	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T233	SDL Office Building	227+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T232	2nd & Seneca Building	228+56	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T220	Harbor Steps (Southwest Tower)	230+67	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T228	Seneca Building	230+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T226	Freedman Building	230+92	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T227	Galland Building	231+83	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T225	Hotel Diller	231+88	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T213	Harbor Steps (Northwest Tower)	233+20	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T218	Seattle Art Museum	233+74	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T212	City Light Substation	235+17	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T217	Chase Center / SAM	235+34	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T214	Four Seasons Hotel	235+35	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T203	Marketside Flats	237+31	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T209	Poll Building	237+67	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T202	Post Alley Court	237+94	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T199	Ross Manor	238+85	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T208	Showbox Building	238+86	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T210	Newmark Building	238+87	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T198	The Lasalle	239+76	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T204	Economy Market	240+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T194	The Lasalle	240+08	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T207	Hahn Building - Elliott Apts	240+35	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T187	Broderick Building	241+64	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T190	Liberty Building	241+94	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T191	Eitel Building	241+94	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T183	Corner Market	242+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T193	Pike Place Market - South	242+37	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T182	Sanitary Market	243+09	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T189	1521 - 2nd Avenue	243+26	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T178	Triangle Building #2 & #3	243+89	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T192	Pike Place Market - North	244+02	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T180	Market House Apartments	244+32	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T188	Doyle Building	244+44	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T177	Triangle Building	244+62	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T175	Inn at the Market - South	245+95	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T173	Garden Center Bldg Condos	245+97	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T170	Atwood Hotel	245+98	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T172	Broadacres Building	246+22	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T174	Inn at the Market - North	246+22	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T169	1st & Stewart Office Building	246+83	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T171	MJA Building	247+26	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T161	Stewart House	247+46	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T167	Fairmount Apartments LLC	247+85	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T160	Dunn Building	248+24	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T159	Plymouth on Stewart Apartments	248+56	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T166	Alaska Trade Building	248+69	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T165	Butterworth Building/"Starlight Lounge"	249+11	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T164	Smith Block Bldg/Coupe Rokei	249+40	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T158	2nd Ave Parking Garage	249+44	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T148	Josephinum	249+66	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T154	Oxford Apartments	249+88	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T162	Livingston Baker Mixed Use	250+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T157	1919 2nd Ave	250+17	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T153	1924 1st Ave	250+30	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T156	Great Jones Home	250+46	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T151	Terminal Sales Office Bldg	250+87	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T155	Terminal Sales Annex Bldg	251+25	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T147	The Moore Hotel	251+44	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A149	Market Place North Phase I Condominium	252+05	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T144	One Pacific Towers Condominium	252+59	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T135	2006 2nd Ave	253+00	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T136	Padillian Apartments	253+41	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T143	Vogue Hotel	253+41	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T142	Swiftly Printing	254+24	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T134	Trust Parking	254+56	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A147	1st & Lenora Building	254+62	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T141	Family & Adult Service Center	254+96	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T140	OFC	255+24	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T133	The Lenora Apartments	255+69	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T139	Denny Hill Building	255+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T138	Pathe Building	256+12	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A146	Patagonia Retail Store	256+26	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T137	2031 3rd Ave	256+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A144	PNWB Telecommunications	256+79	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A143	D.W. Close	257+58	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A142	El Rey Apartments	258+10	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T125	Belltown Center	258+21	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T129	Sig's Barber Shop W/Surface Parking Lot	258+27	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T128	Braska Building	258+51	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A141	Rivoli Apartments	258+75	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T124	Saito's Japanese Cafe & Bar	259+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T121	Royal Crest Condo	259+21	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A139	Gem Center East	259+51	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T127	Langdon & Anne Simons Senior Apartments	259+59	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T120	2112 3rd Ave Bldg	260+04	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
A138	Castle Apartments	260+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T119	2118 3rd Ave	260+59	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T126	Markham Building	260+65	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A130	Grandview Condominium	261+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A136	Former Crocodile Café	261+12	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T117	2124 3rd Avenue Condo	261+20	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A135	Senior Services	261+63	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T116	Mexican Consulate	261+74	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A134	Tula's Restaurant & Lounge	262+00	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A133	2216 2nd Ave	262+50	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T106	Cornelius Apartments	263+03	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A129	Del-Market	263+26	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T109	Shelby Apartments	263+98	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A128	PBJS	264+82	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T108	Spitfire	265+01	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A126	Kelly's Restaurant & Mom's Teriyaki	265+32	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T107	Security House	265+89	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A123	The Adams Apartments	266+34	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Settlement Mitigation Concept	Design-Builder Settlement Mitigation Plan
T095	Charlesgate Apartments	266+94	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A122	Moda Apartments	267+54	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T089	Franklin Apartments	268+25	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A118	Fleming Apartments	268+49	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T088	2306 4th Ave	268+73	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A116	Stole Building	268+96	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T087	2316 4th Ave	269+11	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T123	4th & Blanchard Bldg	269+58	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A112	Devonshire Apartments	274+88	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Legend:

Definition of Relative Location

- Over** - Full tunnel width passes under building
- Partial Over** - Partial tunnel width passes under the building
- East** - Building is situated to the east side of the tunnel
- West** - Building is situated to the west side of the tunnel

Group

Corresponds to contract designation of Group A or Group B